Vol. II

TRANSCRIPT OF RECORD

Supreme Court of the United States

OCTOBER TERM, 1930

No. 635

MERCHANTS WAREHOUSE COMPANY, APPELLANT,

vs.

THE UNITED STATES OF AMERICA, INTERSTATE COMMERCE COMMISSION, AND JAMES GALLAGHER, ET AL.

No. 636

MERCHANTS WAREHOUSE COMPANY, THE COMMERCIAL EXCHANGE OF PHILADELPHIA, PHILADELPHIA BOARD OF TRADE, ET AL., APPELLANTS,

vs.

THE UNITED STATES OF AMERICA, INTERSTATE COMMERCE COMMISSION, AND JAMES GALLAGHER, ET AL.

No. 637

THE UNITED STATES OF AMERICA, INTERSTATE COMMERCE COMMISSION, AND WALTER A. BAILEY, ET AL., APPELLANTS,

vs.

MERCHANTS WAREHOUSE COMPANY, THE COMMERCIAL EXCHANGE OF PHILADELPHIA, GROCERS' & IMPORTERS' EXCHANGE OF PHILADELPHIA

No. 638

THE PENNSYLVANIA WAREHOUSING AND SAFE DEPOSIT COMPANY, APPELLANT,

vs.

THE UNITED STATES OF AMERICA, INTERSTATE COMMERCE COMMISSION, AND WALTER A. BAILEY, ET AL.

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(35,557, 35,558, 35,559, 35,560, 35,561, 35,562, 35,563, 35,564, 35,565)

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JUDD & DETWEILER (INC.), PRINTERS, WASHINGTON, D. C., MARCH 9, 1931

No. 640

THE UNITED STATES OF AMERICA, INTERSTATE COMMERCE COMMISSION, AND WALTER A. BAILEY, ET AL., APPELLANTS,

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THE PENNSYLVANIA WAREHOUSING & SAFE DEPOSIT COMPANY, THE COMMERCIAL EXCHANGE OF PHILADELPHIA, GROCERS' & IMPORTERS' EXCHANGE OF PHILADELPHIA

No. 641

THE PHILADELPHIA WAREHOUSING & COLD STORAGE COMPANY, APPELLANT,

vs.

THE UNITED STATES OF AMERICA, INTERSTATE COMMERCE COMMISSION, AND REX & COMPANY, INC., ET AL.

No. 642

PHILADELPHIA WAREHOUSING & COLD STORAGE COMPANY, THE COMMERCIAL EXCHANGE OF PHILADELPHIA, PHILADELPHIA BOARD OF TRADE, ET AL., APPELLANTS,

vs.

THE UNITED STATES OF AMERICA, INTERSTATE COMMERCE COMMISSION, AND REX & COMPANY, INC., ET AL.

No. 643

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vs.

THE PHILADELPHIA WAREHOUSING & COLD STORAGE COMPANY, THE COMMERCIAL EXCHANGE OF PHILADELPHIA, GROCERS' & IMPORTERS' EXCHANGE OF PHILADELPHIA

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Sixth. This agreement shall be construed to be only applicable to the warehouse designated as Kenilworth Stores, situated at Bainbridge, Front, Kenilworth and Penn Streets, as aforesaid and in no wise or manner as impairing [fol. 712] or affecting the terms and conditions of any other contract between the parties hereto in connection with any other premises. In the event of any arbitration being demanded and held under the provisions of any other agreement now existing between the parties, this agreement shall not be received or read in evidence before the arbitrators for any purpose whatsoever.

Seventh. This agreement and all its provisions shall be binding upon and enure to the benefit of the successors and assigns of each of the parties hereto.

In witness whereof the said parties hereto have hereunto affixed their respective corporate seals, duly attested, the day and year first above written.

The Pennsylvania Railroad Company, by ——— ———, Vice-President. Attest: ——— ———, Secretary.
Merchants' Warehouse Company, by ——— ———, President. Attest: ——— ———, Secretary.

Signed, sealed and delivered in the presence of ——— ———.

———

[fol. 713] This agreement made this 4th day of March in the year of our Lord one thousand nine hundred and twenty-five (A. D. 1925) between the Pennsylvania Railroad Company, hereinafter called the "Railroad Company," party of the first part, and the Merchants' Warehouse Company, a corporation organized and existing under the laws of the State of Pennsylvania, hereinafter called the "Warehouse Company," party of the second part:

Whereas, the parties hereto desire to enter into an agreement with respect to the handling and storage of flour, grain and other merchandise at the warehouse of the said Warehouse Company, designated as Kenilworth Stores, situate at Bainbridge, Front, Kenilworth and Penn Streets, in the City of Philadelphia, and State of Pennsylvania.

Now, therefore, this agreement witnesseth:

First. That the Railroad Company covenants and agrees:

(a) To maintain railroad tracks adjacent to the Warehouse Company's said warehouse, and to promptly do the necessary shifting to enable its cars to reach the warehouse aforesaid for the purpose of taking from and delivering to the same all freight to be shipped therefrom or destined thereto and shall and will take and deliver the same over its lines, at non-discriminatory rates, and in the same manner and with the same promptness that it delivers and receives like traffic at any other terminal point controlled by it in the City of Philadelphia.

(b) To pay to the said Warehouse Company for all services rendered by it in and about the receipt and delivery of freight for account of the Railroad Company, both incoming and outgoing at the said warehouses the amount following: Three and one-half cents (3½¢) per barrel for each barrel of flour up to fifty thousand (50,000) barrels per month; two and one-half cents (2½¢) per barrel for each barrel over the said fifty thousand (50,000) barrels per month, and thirty-five cents (35¢) per ton (of 2,000 pounds) for each ton of merchandise, provided, however, that no payment shall be made by the Railroad Company for freight, which, upon arrival at its destination, is or has been unclaimed or refused by the consignee and has been stored with the Warehouse Company for account of the owners thereof, nor upon bulk freight, nor upon freight the movement of which by the Railroad Company has been performed at a switching rate, nor upon material and supplies belonging to the Railroad Company.

[fol. 714] Second. The Warehouse Company covenants and agrees:

(a) To at all times accord to traffic passing over the lines of the Pennsylvania Railroad Company's System, of which the railroads of the Railroad Company form part, preference in the facilities furnished by the Warehouse Company over traffic passing over other lines; it being understood that without the consent of the Railroad Company the said facilities shall not be extended to traffic passing over other lines.

(b) To promptly load and unload and handle all freight received by it to be shipped over the lines of the Railroad Company or received by it for delivery to consignees, and in the case of incoming freight to promptly notify the consignees of the arrival thereof.

(c) To be responsible to the Railroad Company for the prompt collection of all freight and other charges upon inbound freight, payment to be made by the Warehouse Company to the Railroad Company on the fifth day of each month of freight and other charges due on account of all freight delivered to it during the preceding month, excepting, however, any such charges which the Railroad Company may, from time to time, elect to collect direct from any consignee; and in order to secure the Railroad Company the Warehouse Company shall furnish to it a bond with such good and sufficient sureties, and in such amount, as shall be approved by the Railroad Company, conditioned for the prompt payment of the said freight and other charges and for the performance by the Warehouse Company of all its other covenants hereunder.

(d) To indemnify and hold harmless the Railroad Company for all damage to, or loss of, freight in the custody or control of the Warehouse Company, and all liability by reason thereof, and to keep an adequate and sufficient line of fire insurance on all such freight to cover the liability of the Railroad Company therefor.

(e) To promptly notify the Railroad Company in writing of the failure of any consignee to remove freight, and, so long as it holds the said freight for account of the Railroad Company, to observe and comply with all directions with respect to such freight which may be received by it from the Railroad Company.

(f) To protect and indemnify the Railroad Company [fol. 715] from and against all manner of liability on account of any acts of omission or commission on the part of it, the said Warehouse Company, in respect to merchandise received by it at said warehouse, to be forwarded over the Railroad Company's lines or to be delivered to consignees, and also from and against all manner of liability on account of receipts for merchandise issued by it.

(g) To keep its said warehouse in good order and repair and properly equipped for the prompt and effective handling of the traffic delivered to and received by it.

Third. It is hereby mutually agreed that at the expiration of the period during which the Railroad Company shall currently allow freight to remain at its freight stations before delivery without charge to the consignees, freight delivered by the Railroad Company to the Warehouse Company which has not been delivered to the consignee, or party entitled to receive the same, or which shall not by direction of said Railroad Company have been returned to the shipper thereof, or otherwise disposed of, shall be regarded and treated as stored with Warehouse Company by Railroad Company for account of the owners thereof, and thereupon the Warehouse Company shall be entitled to deal with the property and to make such charges for its custody as it may lawfully and properly do, and shall be further entitled to dispose of the same in such manner, and at such times, as it may lawfully and properly do for the purpose of realizing its charges thereon.

Fourth. It is further agreed that no assignment of this agreement shall be valid without the consent of the Railroad Company, and that this shall apply as well to involuntary assignments, and that upon the happening of any legal proceedings the effect of which shall be to divest the title or possession of the said Warehouse Company, this agreement, shall, at the option of the Railroad Company, cease and determine; Provided, however, that nothing contained in this paragraph Fourth shall be construed to prevent the assigning of the income and revenues to the Merchants' Warehouse Company from this agreement as additional security for mortgage bonds to be issued by the said Warehouse Company.

[fols. 716 & 717] Fifth. This agreement shall take effect as of the 23rd day of March (A. D. 1925), and shall continue in full force and effect for the term of three (3) years from said date, and thereafter from year to year unless and until terminated at the end of said period of three years or at the end of any one year thereafter by either of the said parties hereto giving six (6) months previous written notice to the other of its intention so to do: Provided, how-

ever, that should the Warehouse Company in any respect violate or fail to comply with any of the conditions and covenants herein contained, then this agreement shall, at the option of the Railroad Company, on thirty (30) days written notice to the Warehouse Company, cease and determine and become absolutely void.

Sixth. This agreement shall be construed to be only applicable to the warehouse designated as Kenilworth Stores, situate at Bainbridge, Front, Kenilworth and Penn Streets, as aforesaid and in no wise or manner as impairing or affecting the terms and conditions of any other contract between the parties hereto in connection with any other premises. In the event of any arbitration being demanded and held under the provisions of any other agreement now existing between the parties, this agreement shall not be received or read in evidence before the arbitrators for any purpose whatsoever.

Seventh. This agreement and all its provisions shall be binding upon and enure to the benefit of the successors and assigns of each of the parties hereto.

In witness whereof, the said parties hereto have hereunto affixed their respective corporate seals, duly attested, the day and year first above written.

The Pennsylvania Railroad Company, by Geo. D. Dixoy, Vice-President. Attest: Lewis Neilson, Secretary. Merchants' Warehouse Company, by Harvey C. Miller, President. Attest: S. Townsend Zook, Secretary.

Signed, sealed and delivered in the presence of —— ——.

[fol. 718] 6

Lease of 7/3/18 executed & expired 1 yr. from 7/1/18. $11,000 a yr. 35¢ terminal allowance. Traffic clauses.

[fol. 719] Tenant pays rental of $10,000 yr. since 3-1-20 in lieu of the amt. of $11,000 stated in lease dated 7-3-18.

[fol. 720] P. R. R., 9437. Lease calls for $11,000 & is for one year from 7/1/18. Allowance 35¢ ton without ——.

Rent now collected is $15,000 a yr.—no new lease executed —allowance 1 (50¢) ton.

M/M,
3/31.

[fol. 721] The Pennsylvania Railroad Company
General Office, Broad Street Station, Philadelphia

Lewis Neilson, Secretary; R. H. Groff, J. Taney Willcox,
Assistant Secretaries

25th September, 1918.

Dear Sir: At a meeting of the Board, held this day, the following resolution was, on motion, adopted:

Resolved, that the Board does hereby approve and authorize the execution of the agreement, this day submitted and considered, dated 3rd July, 1918, between The Pennsylvania Railroad Company and the Merchants Warehouse Company, providing for the lease to the Warehouse Company of the second, third and flo-rth floors and the basement of the new freight station at Front and Federal Streets, Philadelphia, Pennsylvania, for one year from 1st July, 1918, at a rental of $11,000 per annum, together with an additional rental equal to all charges for light, heat and power, the Railroad Company to maintain railroad tracks adjacent to the said warehouse and to do the necessary shifting to enable its cars to reach the said warehouse, the Warehouse Company to be responsible to the Railroad Company for the prompt collection of all freight and other charges upon inbound freight, for the payments and upon the terms and conditions in the said agreement fully set forth.

Yours truly, Lewis Neilson, Secretary.

Mr. T. W. Hulme, General Real Estate Agent.

[fol. 722] The Pennsylvania Railroad Company
General Office, Broad Street Station, Philadelphia

Lewis Neilson, Secretary; R. H. Groff, J. Taney Willcox,
H. T. Wilkins, Assistant Secretaries

26th September, 1917.

Dear Sir: At a meeting of the Board, held this day, the following resolution was, on motion, adopted:

Resolved that the Board does hereby ratify and confine the action of the Vice-President in charge of Real Estate, Purchases and Insurance in executing the agreement, dated 5th July, 1917, between The Pennsylvania Railroad Company and the Merchants Warehouse Company, providing for the lease to the Warehouse Company of the second, third and fourth floors, and the basement of the new freight station at Front and Federal Streets, Philadelphia, Pennsylvania, for one year from 1st July, 1917, at a rental of $10,000 per annum, together with an additional rental equal to all charges for light, heat and power, the Railroad Company to maintain railroad tracks adjacent to the said warehouse and do the necessary shifting to enable its cars to reach the said warehouse, the Warehouse Company to be responsible to the Railroad Company for the prompt collection of all freight and other charges upon inbound freight, for the payments and upon the terms and conditions in the said agreement fully set forth.

Yours truly, Lewis Neilson, Secretary.

Mr. T. W. Hulme, Real Estate Agent.

[fol. 723] P. R. R. 9437

R. May 23rd, 1917.

Mr. Harvey C. Miller, President Merchants Warehouse Co., Philadelphia, Pa.

Dear Sir: Referring to my letter of July 18, 1916, consenting in advance to all subletting that may be made in any of the warehouses then leased to your Company; it is understood that similar consent is hereby given to subletting to your customers office space and other space reasonably sufficient for the business of your customers for that portion of the new Federal Street Freight Station leased to your Company with the understanding, of course, that nothing herein contained shall be construed as consenting to subletting the estire leased portion of the warehouse or assigning said lease or in anywise or manner further altering or impairing the obligations of the Lessee as contained in the lease, such subletting, however, to be subject to all the terms and conditions of the lease.

Yours truly, —— ——, Real Estate Agent.

[fol. 724] Extract of Minutes of Meeting of Board of Directors of the Merchants Warehouse Company, Held June 16th, 1917

"Resolved: That the agreement between the Pennsylvania Railroad Company and the Merchants' Warehouse Company, covering leasing of the new Federal Street Warehouse, Front & Federal Sts., Philadelphia, having been read to the Board and approved, the officers of the Company are hereby authorized to execute the same, with the Company's common and corporate seal affixed and duly attested."

I hereby certify that the above is a true copy of above resolution passed by Board Directors of Merchants W. H. Co.

Jacob Michel, Jr., Secretary. (Seal.)

Philad., Jly. 5/1917.

[fol. 725] This agreement, made this 3rd day of July, nineteen hundred and eighteen (1918) between The Pennsylvania Railroad Company, hereinafter called "Railroad Company," of the one part, and the Merchants Warehouse Company, hereinafter called "Warehouse Company," of the other part,

Witnesseth, That the Railroad Company for and in consideration of the rents and covenants and agreements hereinafter mentioned, which on the part of the Warehouse Company are to be paid, kept and performed, hath demised and let and by these presents doth demise and let unto the Warehouse Company, all those certain second, third and fourth floors and the basement of the New four-story and basement freight station erected by Railroad Company at Front and Federal Streets, Philadelphia, Pennsylvania; together with the right of ingress and egress to and from the demised premises and the street by means of the first floor of said building, by such passageways as the Railroad Company may from time to time prescribe;

To hold the said premises for and during the term of one (1) year, from the first day of July, nineteen hundred and eighteen (1918) and ending the first day of July, nineteen hundred and nineteen (1919), at and for the rent or sum of eleven thousand dollars (-11,000.00) per year, to be paid

in equal monthly payments, not in advance, on the first day of each and every month during the said term.

The Railroad Company hereby covenants and agrees to and with the Warehouse Company, as follows:

A. To maintain railroad tracks adjacent to the said warehouse and to promptly do the necessary shifting to enable its cars to reach the warehouse aforesaid for the purpose of taking from and delivering to the same all freight for account of the Warehouse Company to be shipped therefrom or destined thereto and shall and will take and deliver the same over its lines, at non-discriminatory rates, and in the same manner and with the same promptness that it delivers and receives like traffic at any other terminal point controlled by it in the City of Philadelphia,

B. To pay to the Warehouse Company for all services rendered by it in and about the receipt and delivery of freight for account of the Railroad Company, both incoming and outgoing, thirty-five cents (35¢) per ton (of two thousand pounds) for each ton of merchandise, except that no payment shall be made upon bulk freight nor upon freight the movement of which by the Railroad Company has been performed at a switching rate.

The Warehouse Company hereby covenants and agrees [fol. 726] to and with the Railroad Company, as follows:

I. To pay to the Railroad Company the rent hereby reserved on the days and times hereinbefore mentioned for the payment thereof, together with a further sum to be paid to the Railroad Company when demanded which shall be equal to all charges for light, heat, power for elevators and for similar services furnished by Railroad Company, and to keep the said demised premises in good order and repair during the said term and at the end of said term or sooner determination of this lease to peaceably deliver up possession of the said demised premises in the like good order and condition, ordinary wear and tear and casualties by fire and unavoidable accidents only excepted; and will not under penalty of forfeiture of this lease commit or suffer to be committed any act or thing whereby or in consequence whereof the conditions or stipulations of policy or policies of insurance on the said premises shall become avoided or suspended; or occupy or permit to be occupied

the said demised premises otherwise than as a warehouse for the storage of merchandise; that it will not assign this lease or the term hereby created or underlet the demised premises or any part thereof, an assignment within the meaning of this lease being understood and intended to comprehend not only the voluntary action of the Warehouse Company but also every levy or sale on execution or other legal process and every assignment or sale in bankruptcy or insolvency or under any other compulsory procedure or order of court; and that upon the happening of any legal proceedings, the effect of which shall be to divest the title or possession of the Warehouse Company, this agreement shall at the option of the Railroad Company cease and determine; Provided, however, that nothing herein contained shall be construed as preventing the Warehouse Company from sub-letting to its customers under and subject to all the terms and conditions of this lease, office space and other space reasonably sufficient for business of its customers in the demised premises; provided, further, that this limited privilege of sub-letting shall not be construed as authorizing the sub-letting as an entirety of the demised premises, or of assigning this lease.

II. a. To at all times accord to traffic passing over the lines of The Pennsylvania Railroad Company's System, of which the railroads of Railroad Company form part, preference in the facilities furnished by the Warehouse Company over traffic passing over other lines; it being understood that without the consent of the Railroad Company the said facilities shall not be extended to traffic passing over other lines.

b. To promptly load and unload and handle all freight received by it for storage in the said warehouse and later to be shipped over the lines of the railroad Company or [fol. 727] received by it for storage and delivery later to consignees, and in the case of incoming freight to be stored, to promptly notify consignee of the arrival thereof.

c. To be responsible to the Railroad Company for the prompt collection of all freight and other charges upon inbound freight stored in its warehouse, payment to be made by the Warehouse Company to the Railroad Company on the fifth day of each month of freight and other charges

due on account of all freight delivered to it during the preceding month, excepting, however, any such charges which the Railroad Company may, from time to time, elect to collect direct from any consignee; and in order to secure the Railroad Company, the Warehouse Company shall furnish to it a bond with such good and sufficient sureties, and in such amount, as shall be approved by the Railroad Company, conditioned for the prompt payment of the said freight and other charges and for the performance by the Warehouse Company of all its other covenants hereunder.

d. To indemnify and hold harmless the Railroad Company for all damages to, or loss of, freights in its custody or control, and all liability by reason thereof, and to keep an adequate and sufficient line of fire insurance on all such freight to cover the liability of the Railroad Company therefor.

e. To protect and indemnify the Railroad Company from and against all manner of liability on account of any acts of omission or commission on the part of it, the said Warehouse Company, in respect to merchandise received by it at said warehouse, to be forwarded over the Railroad Company's lines or to be delivered to consignees, and also from and against all manner of liability on account of receipts for merchandise issued by it.

It is hereby mutually understood and agreed:

1. That at the expiration of the period during which the Railroad Company shall currently allow freight to remain at its warehouses before delivery without charge to the consignees, freight delivered by the Railroad Company to the Warehouse Company which has not been delivered to the consignee, or party entitled to receive the same, or which shall not by direction of said Railroad Company have been returned to the shipper thereof or otherwise disposed of, shall be regarded and treated as stored with Warehouse Company by Railroad Company for account of the owners thereof, and thereupon the Warehouse Company shall be entitled to deal with the property and to make such charges for its custody as it may lawfully and properly do, and shall be further entitled to dispose of the same in such manner, and at such times as it may lawfully and properly do for the purpose of realizing its charges thereon.

2. If, during the term of this lease, the warehouse is so [fol. 728] injured by fire or other casualty not occurring through the Warehouse Company's negligence, that it is rendered wholly unfit for occupancy and cannot be repaired within sixty days from the happening of such injury, then this lease shall cease and determine from the date of such injury. In such case the Warehouse Company shall pay the rent apportioned to the time of injury and shall immediately surrender the whole of the leased premises to the Railroad Company who may reenter upon and repossess the same. If such injury can be repaired within sixty days thereafter the Railroad Company may enter and repair and this lease shall not be affected, except that the rent shall be apportioned and suspended while such repairs are being made; but if said warehouse shall be so slightly injured by fire or other casualty as not to be rendered wholly unfit for occupancy, then the Railroad Company agrees that the same shall be repaired with reasonable promptitude and in that case the rent accrued or accruing shall not cease or determine.

3. If, even without any previous demand, the Warehouse Company shall fail or omit to pay the rents or sums hereby reserved when and as the same are made payable or shall in any other respect violate or fail to comply with any of the conditions and covenants herein contained, then this lease and tenancy thereunder shall, at the option of the Railroad Company, to be signified by a written notice of its intention so to determine this lease, on a day therein fixed, delivered to it, or left on the premises, at least thirty days previous to the day so fixed, determine and become absolutely void, without any right on its part, after the day so fixed, to save the forfeiture by payment of rent due or by other performance of the condition or conditions thus violated. That when the lease shall be so determined by condition broken and notice as aforesaid, it shall be lawful for any attorney as attorney for the Warehouse Company to sign an agreement for entering in any competent court an amicable action and judgment in ejectment (without any stay of execution) against the Warehouse Company and all persons claiming under it for the recovery by the Railroad Company of possession of the hereby demised premises, for which this shall be a sufficient warrant, whereupon,

if the Railroad Company so desires, a writ of habere facias possessionem may issue forthwith, without any prior writ or proceedings whatsoever, the Warehouse Company [fols. 729 & 730] hereby releasing and agreeing to release the Railroad Company from all errors and defects whatsoever in entering such action or judgment or causing such possessory writ to be issued, or in any proceedings thereon or concerning the same, and hereby agreeing that no writ of error or objection or exception shall be made or taken thereto; Provided, that the Railroad Company shall first cause to be filed in such action an affidavit made by some one on its behalf setting forth the facts necessary to authorize the entry of such judgment according to the terms of this lease, and if a true copy of this lease shall be annexed to such affidavit, it shall not be necessary to file the original as warrant of attorney, any rule of court to the contrary notwithstanding. No such determination of this lease, nor taking or recovering possession of the premises shall deprive the Railroad Company of any remedy or action against the Warehouse Company for rent or for damages, for the breach of any covenant herein contained, nor shall the bringing of any such action for rent or for breach of covenant, nor the resort to any other remedy herein provided for the recovery of rent or damages for such breach be construed as a waiver of its right to insist upon the forfeiture and obtain possession in the manner hereinabove provided.

That all the rights and liabilities herein given to or imposed upon either of the parties hereto shall extend to the successors and assigns of such party as though they were in each case named, unless where the assigns are expressly excluded from certain rights.

In witness whereof, the parties hereto have hereunto affixed their respective corporate seals, duly attested, the day and year first above written.

The Pennsylvania Railroad Company, by W. H. Myers, Vice-President. Attest: Robt. H. Groff, Asst. Secretary. (Seal.) Merchants Warehouse Company, by Harvey C. Miller, President. Attest: Jacob Michel, Jr., Secretary. (Seal.)

M. L. Donodien, Jr.

Same tenant; rent increased from $10,000 to $11,000 per yr.

[fol. 731] 7

P. R. R. 2108

The Pennsylvania Railroad Company, General Office, Broad Street Station, Philadelphia

Lewis Neilson, Secretary. R. H. Groff, J. Taney Willcox, Assistant Secretaries

12th July, 1916.

Dear Sir: At a meeting of the Board, held this day, the following resolution was, on motion, adopted:

Resolved that the Board does hereby approve and authorize the execution of the lease, this day submitted and considered, dated 1st July, 1916, to the Merchants Warehouse Company, of land on the southeast side of Beach Street northeast of Laurel Street, Philadelphia, Pennsylvania, for ten years from 1st July, 1916, at a rental of $2,250 per annum, together with an additional rental equal to the amount of all taxes, water rents and other charges assessed against the said land and improvements erected thereon by the Lessee, the said Warehouse Company to have the privilege of renewing the said lease for an additional term of ten years from 1st July, 1926, upon terms and conditions in the said lease fully set forth, terminable at any time by this Company on six months' notice.

Yours truly, Lewis Neilson, Secretary.

Mr. T. W. Hulme, Real Estate Agent.

[fol. 732] This Agreement, Made this 1st day of July nineteen hundred and sixteen (1916) between The Pennsylvania Railroad Company, hereinafter called the "Railroad Company" of the one part, and the Merchants Warehouse Company, a Corporation of the State of Pennsylvan, hereinafter called the "Warehouse Company," of the other part,

Witnesseth, That the Railroad Company for and in consideration of the rents and covenants and agreements hereinafter mentioned, which on the part of the Warehouse Company are to be paid, kept and performed, hath demised and let and by these presents doth demise and let unto the

Warehouse Company, all that certain lot or piece of land situate in the Eighteenth Ward of the City of Philadelphia, Pennsylvania, bounded and described as follows: Beginning at an angle in the southeast line of Beach Street distant about one hundred and forty-seven feet northeast of the northeast line of Laurel Street, and extending thence northeastward along the said southeasterly line of Beach Street two hundred and seventy-five feet to a point; thence southeastward at right angles to said line of Beach Street fifty-five feet to a point; thence southwestward parallel with said line of Beach Street one hundred feet to a point, thence northwestward at right angles to last mentioned course five feet; thence southwestward parallel with said line of Beach Street one hundred and seventy-five feet to a point; and thence northwestward at right angles to last mentioned course, fifty feet to the place of beginning.

Together with the privilege of maintaining at the sole cost and expense of the Warehouse Company the warehouse building, owned by it, as now erected on the above demised land.

To hold the said premises for and during the term of ten (10) years from the first day of July nineteen hundred and sixteen (1916), at and for the rent or sum of two thousand, two hundred and fifty dollars ($2,250.00) per year, to be paid in equal quarterly payments, in advance, on the first day of the month of July, October, January and April, in each year during the said term;

Together with a further rental which shall be equal to the amount of all taxes, water rents and other assessments levied upon the said land and improvements during the continuance of this lease, to be paid to the Railroad Company when demanded.

The Railroad Company hereby covenants and agrees to and with the Warehouse Company, as follows:

A. To maintain railroad tracks adjacent to said ware- [fol. 733] house, and to do the necessary shifting to enable its cars to reach the warehouse aforesaid for the purpose of taking from and delivering to the same all freight to be shipped therefrom or destined thereto, and shall and will take and deliver the same over its lines at the same rates (except in case of traffic hauled short distances, upon which it is customary for the Railroad Company to apply rates

varying with respect to different station deliveries in the City of Philadelphia) and in the same manner and with the same promptness that it delivers and receives like traffic at any other terminal point controlled by it in the City of Philadelphia.

B. To pay to the Warehouse Company for all services rendered by it in and about the receipt and delivery of freight, both incoming and outgoing, thirty-five cents (35¢) per ton (of two thousand—2,000-pounds) for each ton of merchandise, except that no payment shall be made upon bulk freight, nor upon freight the movement of which by the Railroad Company has been performed at a switching rate, nor material and supplies belonging to the Railroad Company.

The Warehouse Company hereby covenants and agrees to and with the Railroad Company, as follows:

1. To pay to the Railroad Company the rent hereby reserved on the days and times hereinbefore mentioned for the payment thereof, together with said further rental equal to the amount of all taxes, water rents and other assessments levied or charged upon the said premises; to keep the said warehouse fully insured during the continuance of this agreement and not to commit or suffer to be committed any act or thing whereby or in consequence whereof the conditions or stipulations of the policy or policies of insurance on the said premises, shall become avoided or suspended; to keep the said warehouse in good order and repair, at its own cost and expense, during the continuance of this lease and at the end of said term or sooner determination of said lease peaceably deliver up possession of said premises in good order and condition; not to occupy or permit to be occupied the said premises otherwise than for the maintenance of a warehouse for the storage of flour, grain and other merchandise.

Provided, that in the event of the destruction of the said [fol. 734] warehouse by fire, this agreement shall cease and terminate and the rent shall be apportioned to the time of such injury, unless the Warehouse Company shall within sixty days declare its intention in writing to the Railroad Company and proceed forthwith to rebuild the said warehouse; in such event the said rent shall cease from the

time of such destruction until the warehouse is again in condition for use.

II. a. To use all reasonable efforts to secure to the lines of The Pennsylvania Railroad Company's system, of which the railroads of Railroad Company form part, all traffic controlled by it or destined to or from the warehouse aforesaid, and to accord to traffic passing over said lines, at all times, preference in the facilities furnished by the Warehouse Company over traffic passing over other lines, it being further understood that without the consent of the Railroad Company the said facilities shall not be extended to traffic passing over other lines.

b. To promptly load and unload and handle all freight received by it to be shipped over the lines of Railroad Company or received by it for delivery to consignee and in the case of incoming freight to promptly notify consignee of the arrival thereof.

c. To be responsible to Railroad Company for the prompt collection of all freight and other charges upon inbound freight, payment to be made by Warehouse Company to Railroad Company on the fifth day of each month of freight and other charges due on account of all freight delivered to it during the preceding month, excepting, however, any such charges which the Railroad Company may, from time to time, elect to collect direct from any consignee; and in order to secure Railroad Company, Warehouse Company shall furnish to it a bond with such good and sufficient sureties, and in such amount as shall be approved by Railroad Company, conditioned for the prompt payment of the said freight and other charges and for the performance by Warehouse Company of all its other covenants hereunder.

d. To idemnify and hold harmless Railroad Company for all damage to, or loss of, freights in its custody or control, and all liability by reason thereof, and to keep an adequate and sufficient line of fire insurance on all such freight.

e. To promptly notify Railroad Company in writing of the failure of any consignee to remove freight and to observe and comply with all directions with respect to such [fol. 735] freight which may be received by it from Railroad Company.

f. To protect and indemnify Railroad Company from and against all manner or liability on account of any acts of omission or commission on the part of it, the said Warehouse Company, in respect to merchandise received by it at said warehouse to be forwarded over the Railroad Company's lines or to be delivered to consignees and also from and against all manner of liability on account of receipts for merchandise issued by it.

It is hereby mutually understood and agreed:

1. That at the expiration of the period during which the Railroad Company shall currently allow freight to remain at its warehouses before delivery without charge to the consignees, freight delivered by the Railroad Company to the Warehouse Company which has not been delivered to the consignee, or party entitled to receive the same, or which shall not by direction of said Railroad Company have been returned to the shipper thereof, or otherwise disposed of, shall be regarded and treated as stored with Warehouse Company by Railroad Company for account of the owners thereof, and thereupon the Warehouse Company shall be entitled to deal with the property and to make such charges for its custody as it may lawfully and properly do, and shall be further entitled to dispose of the same in such manner, and at such times as it may lawfully and properly do, for the purpose of realizing its charges thereon.

2. The Warehouse Company shall have the right to renew this agreement for a further period of then (10) years from the first day of July, nineteen hundred and twenty-six (1926), under all the terms, covenants, conditions and provisions herein contained, upon giving to the Railroad Company six month notice prior to the expiration of the term hereby created, but such renewal thereof shall not contain a provision for a renewal for a further period of ten years; Provided, however, that should the Railroad Company require the above demised premises or any part thereof for its corpor- — are purposes it shall have the right upon giving six months notice to the Warehouse Company to terminate this agreement at any time during the term hereby created or any renewal thereof and upon the expiration of the time mentioned in such notice this agreement and any renewal thereof shall absolutely de-

termine and the Warehouse Company shall quit and de-
[fol: 736] liver up possession of the said premises to the Railroad Company; in case of such determination by the Railroad Company and other warehouse facilities are provided by either the Railroad Company or the Warehouse Company to take the place of the above demised premises, and if the Warehouse Company shall occupy such new facilities, then the same terms, conditions, covenants and provisions pertaining to traffic and the handling of freight to and from the warehouse and the compensation therefor, as are contained in this agreement shall govern and control the traffic conditions and the handling of freight to and from the new warehouse facilities and the compensation therefor.

3. If, even without any previous demand, the Warehouse Company shall fail or omit to pay the rents or sums hereby reserved when the same are made payable or shall in any other respect violate or fail to comply with any of the conditions and covenants herein contained, then this lease and the tenancy thereunder shall, at the option of the Railroad Company, to be signified by a written notice of its intention so to determine this lease, on a day therein fixed, delivered to it, or left on the premises, at least thirty days previous to the day so fixed, determine and become absolutely void, without any right on its part, after the day so fixed, to save the forfeiture by payment of rent due, or by other performance of the condition or conditions thus violated. That when the lease shall be so determined by condition broken and notice as aforesaid, it shall be lawful for any attorney, as attorney for the Warehouse Company, to sign an agreement for entering in any competent court an amicable action and judgment in ejectment (without any stay of execution) against the Warehouse Company and all persons claiming under it for the recovery by the Railroad Company of the possession of the hereby demised premises, for which this shall be a sufficient warrant, whereupon, if the Railroad Company so desires, a writ of habere facias possessionem may issue forthwith, without any prior writ or proceedings whatsoever, the Warehouse Company hereby releasing and agreeing to release the Railroad Company from all errors and defects whatsoever in entering such action or judgment or causing such possessory writ to

be issued, or in any proceedings thereon, or concerning the same, and hereby agreeing that no writ of error or objection or exception shall be made or taken thereto; Provided, that the Railroad Company shall first cause to be filed in such action an affidavit made by some one on its behalf, setting forth the facts necessary to authorize the entry of such judgment according to the terms of this lease, and if a true copy of this lease shall be annexed to such affidavit, it shall not be necessary to file the original as a warrant [fol. 737] of attorney, any rule of court to the contrary notwithstanding. No such determination of this lease, nor taking or recovering possession of the premises shall deprive the Railroad Company of any remedy or action against the Warehouse Company for rent or for damages, for the breach of any covenant herein contained, nor shall the bringing of any such action for rent or for breach of covenant, nor the resort to any other remedy herein provided for the recovery of rent or damages for such breach be construed as a waiver of its right to insist upon the forfeiture and obtain possession in the manner hereinabove provided.

4. That at the end of the term hereby created, or any renewal thereof, or upon the sooner determination of the agreement as hereinbefore provided, the Warehouse Company will sell and convey the said warehouse to the Railroad Company at its then value, and if the parties hereto cannot agree upon the same, then the value thereof shall be fixed by arbitrators as follows, but not exceeding the original cost of the building:

The party demanding the reference shall serve upon the other party a notice of such demand and the name of one referee by it chosen. The party so notified shall, within ten days after receiving such notice, select a second referee and notify the other party thereof in writing, or if it shall fail to select a referee, the referee selected by the party demanding the reference shall select the second referee. The referees so selected shall within a reasonable time meet and select a third referee and fix a time and place for hearing the parties of which they shall be notified in writing. If any referee shall refuse to act, the party by whom he was chosen shall select another to act in his place. The award of any two of said referees, made after hearing the party or parties who have attended in compliance with

the notice required to be given, as above stated, shall be final and binding upon the parties, and they severally hereby expressly agree to be bound thereby.

5. That if the terms and conditions of this agreement shall be found to work onerously to the interests of either party hereto, the said terms and conditions shall, at the written request of either party be subject to revision at the end of any period of two years; and if the parties hereto cannot agree upon such revision, or any question shall arise as to the proper construction of any of the provisions herein contained, or differences as to any act or duty claimed to be involved in the performance hereof, if the same cannot be amicably adjusted then the same shall be settled by arbitration as hereinbefore provided.

That all the rights and liabilities herein given to or [fol. 738] imposed upon either of the parties hereto shall extend to the successors and assigns of such party as though they were in each case named, unless where the assigns are expressly excluded from certain rights.

The said The Pennsylvania Railroad Company, doth hereby constitute and appoint W. H. Myers to be its Attorney, for it and in its name, and as and for its corporate act and deed to acknowledge this Agreement before any person having authority by the laws of the Commonwealth of Pennsylvania to take such acknowledgment to the intent that the same may be duly recorded.

The said Merchants Warehouse Company, doth hereby constitute and appoint Harvey C. Miller to be its Attorney, for it and in its name, and as and for its corporate act and deed to acknowledge this Agreement before any person having authority by the laws of the Commonwealth of Pennsylvania to take such acknowledgment to the intent that the same may be duly recorded.

In witness whereof, the parties hereto have hereunto affixed their respective corporate seals, duly attested, the day and year first above written.

The Pennsylvania Railroad Company, by W. H. Myers, Vice-President. Attest: Lewis Neilson, Secretary. (Seal.) Merchants Warehouse Company, by Harvey C. Miller, President. Attest: Charles Hay, Secretary. (Seal.)

[Canceled 50-cent internal-revenue stamp.]

[fol. 739] STATE OF PENNSYLVANIA,
County of Philadelphia, ss:

I hereby certify that on this 18th day of July in the year of our Lord one thousand nine hundred and sixteen (1916) before me, the subscriber, a Notary Public in and for the County and State aforesaid personally appeared W. H. Myers the Attorney named in the aforegoing Agreement, and by virtue and in pursuance of the authority therein conferred upon him, acknowledged the said Agreement to be the act of the said The Pennsylvania Railroad Company.

Witness my hand and notarial seal, the day and year aforesaid.

Ernest H. Brown, Notary Public. Commission expires 21 February, 1919. (Seal.)

STATE OF PENNSYLVANIA,
County of Philadelphia, ss:

I hereby certify that on this 18th day of July in the year of our Lord one thousand nine hundred and sixteen (1916), before me, the subscriber, a Notary Public in and for the State and County aforesaid personally appeared Harvey C. Miller the Attorney named in the aforegoing Agreement, and by virtue and in pursuance of the authority therein conferred upon him, acknowledged the said Agreement to be the act of the said Merchants Warehouse Company.

Witness my hand and notarial seal, the day and year aforesaid.

James Hay Simms, Notary Public. Com. expires Feb. 11, 1917. I am not an officer, director or stockholder of the Merchants Warehouse Company.

———

[fol. 740] James Gallagher, et al., vs. The P. R. R. Co. I. C. C. Docket No. 20968. Exhibit No. —. Witness ——
——.

[fol. 741] 8

This agreement, made this 1st day of July, Nineteen hundred and sixteen (1916) between The Pennsylvania Railroad Company, Lessee of the works and property of

the Philadelphia and Trenton Railroad Company, hereinafter called the "Railroad Company," of the one part, and the Merchants Warehouse Company, a Corporation of the State of Pennsylvania, hereinafter called the "Warehouse Company," of the other part;

Witnesseth, that the Railroad Company for and in consideration of the rents and covenants and agre-ments hereinafter mentioned, which on the part of the Warehouse Company are to be paid, kept and performed, hath demised and let and by these presents doth demise and let unto the Warehouse Company, all that certain lot or piece of land with the one story corrugated iron warehouse thereon erected, situate in the Nineteenth Ward of the City of Philadelphia, Pennsylvania, Beginning at a point fourteen feet east of the easterly line of Front Street and in the southerly line of Berks Street, if extended eastwardly, and extending thence along the said southerly line of Berks Street, if extended eastwardly, the distance of fifty feet to a point, thence southwardly along a line parallel with and sixty-four feet east of the easterly line of Front Street, the distance of two hundred and eighty-eight feet eight inches to a point; thence westwardly at right angles to the last mentioned course, fifty feet to a point; and thence northwardly along a line parallel with and fourteen feet eastwardly from the said easterly line of Front Street, the distance of two hundred and eighty-eight feet eight inches to the place of beginning. Containing fourteen thousand, four hundred and thirty-three (14,433) square feet, more or less.

To hold the said premises for and during the term of ten (10) years, from the first day of July, Nineteen hundred and sixteen (1916), at and for the rent or sum of One thousand six hundred and fifty dollars ($1,650.00) per year, to be paid in equal quarterly payments, in advance, on the First day of the months of July, October, January and April, during said term; Together with a further rental which shall be equal to the amount of all taxes and water rents, and other assessments levied or charged upon the above demised premises during the continuance of this lease; and together with a further sum which shall be equal to the cost of maintaining fire insurance of Fourteen thousand, four hundred and fifty dollars ($14,450.00) to be

placed by the Railroad Company upon the buildings, machinery, fixtures and appliances now erected upon and placed in the hereby demised premises, whether such insurance shall be wholly secured from Insurance Companies [fol. 742] or partly provided for by the insurance fund set apart by the Railroad Company.

The Railroad Company hereby covenants and agrees to and with the Warehouse Company, as follows:

A. To maintain railroad tracks adjacent to said warehouse and to do the necessary shifting to enable its cars to reach the warehouse aforesaid for the purpose of taking from and delivering to the same all freight to be shipped therefrom or destined thereto and shall and will take and deliver the same over its lines at the same rates (except in case of traffic hauled short distances, upon which it is customary for the Railroad Company to apply rates varying with respect to different station deliveries in the City of Philadelphia) and in the same manner and with the same promptness that it delivers and receives like traffic at any other terminal point controlled by it in the City of Philadelphia.

B. To pay to the Warehouse Company for all services rendered by it in and about the receipt and delivery of freight, both incoming and outgoing, thirty-five cents (35¢) per ton (of two thousand pounds) for each ton of merchandise, except that no payment shall be made upon bulk freight, nor upon freight the movement of which by the Railroad Company has been performed at a switching rate, nor material and supplies belonging to the Railroad Company.

The Warehouse Company hereby covenants and agrees to and with the Railroad Company, as follows:

1. To pay to the Railroad Company the rent hereby reserved on the days and times hereinbefore mentioned for the payment thereof, together with said further rental equal to the amount of all taxes, water rents and other assessments levied or charged upon the said premises and together with the said further sum which shall be equal to the cost of maintaining fire insurance on the said premises, and to keep the said demised premises in good order and

repair during the continuance of this lease and at the end of the said term or sooner determination of said lease will peaceably deliver up possession of the said premises in the like good order and condition, ordinary wear and tear and casualties by fire and unavoidable accidents only excepted; and will not under penalty of forfeiture of this lease commit or suffer to be committed any act or thing whereby or in consequence whereof the conditions or stipulations of the policy or policies of insurance on the said premises shall become avoided or suspended; or occupy or permit to be occupied the said premises otherwise than as a warehouse for the storage of hay, straw and merchandise; that it will [fol. 743] not assign this lease, or the term hereby created, or underlet the said premises or any part thereof, without the written consent of the Railroad Company endorsed hereon, an assignment within the meaning of this lease being understood and intended to comprehend not only the voluntary action of the Warehouse Company but also every levy or sale on execution or other legal process and every assignment or sale in bankruptcy or insolvency or under any other compulsory procedure or order of court; and that upon the happening of any legal proceedings, the effect of which shall be to divest the title or possession of the Warehouse Company, this agreement shall at the option of the Railroad Company cease and determine.

II. a. To use all reasonable efforts to secure to the lines of The Pennsylvania Railroad Company's system, of which the railroads of Railroad Company form part, all traffic controlled by it or destined to or from the warehouse aforesaid, and to accord to traffic passing over said lines, at all times, preference in the facilities furnished by the Warehouse Company over traffic passing over other lines; it being further understood that without the consent of the Railroad Company the said facilities shall not be extended to traffic passing over other lines.

b. To promptly load and unload and handle all freight received by it to be shipped over the lines of Railroad Company, or received by it for delivery to consignees, and in the case of incoming freight to promptly notify consignees of the arrival thereof.

c. To be responsible to the Railroad Company for the prompt collection of all freight and other charges upon in-

bound freight, payment to be made by Warehouse Company to Railroad Company on the fifth day of each month of freight and other charges due on account of all freight delivered to it during the preceding month, excepting, however, any such charges which the Railroad Company may, from time to time, elect to collect direct from any consignee; and in order to secure Railroad Company, Warehouse Company shall furnish to it a bond with such good and sufficient sureties, and in such amount as shall be approved by Railroad Company, conditioned for the prompt payment of the said freight and other charges and for the performance by Warehouse Company of all its other covenants hereunder.

d. To indemnify and hold harmless Railroad Company for all damage to, or loss of, freights in its custody or control, and all liability by reason thereof, and to keep an adequate and sufficient line of fire insurance on all such freight.

e. To promptly notify Railroad Company in writing of [fol. 744] the failure of any consignee to remove freight, and to observe and comply with all directions with respect to such freight which may be received by it from Railroad Company.

f. To protect and indemnify the Railroad Company from and against all manner of liability on account of any acts of omission or commission on the part of it, the said Warehouse Company, in respect to merchandise received by it at said warehouse to be forwarded over the Railroad Company's lines or to be delivered to consignees, and also from and against all manner of liability on account of receipts for merchandise issued by it.

It is hereby mutually understood and agreed:

1. That at the expiration of the period during which the Railroad Company shall currently allow freight to remain at its warehouses before delivery without charge to the consignees, freight delivered by the Railroad Company to the Warehouse Company which has not been delivered to the consignee, or party entitled to receive the same, or which shall not by direction of said Railroad Company have been returned to the shipper thereof, or otherwise disposed of, shall be regarded and treated as stored with Warehouse

Company by Railroad Company for account of the owners thereof, and thereupon the Warehouse Company shall be entitled to deal with the property and to make such charges for its custody as it may lawfully and properly do; and shall be further entitled to dispose of the same in such manner, and at such times, as it may lawfully and properly do, for the purpose of realizing its charges thereon.

2. If, during the term of this lease, the warehouse is so injured by fire or other casualty not occurring through the Warehouse Company's negligence that it is rendered wholly unfit for occupancy and cannot be repaired within sixty days from the happening of such injury, then this lease shall cease and determine from the date of such injury. In such case the Warehouse Company shall pay the rent apportioned to the time of injury, and shall immediately surrender the whole of the leased premises to the Railroad Company who may re-enter upon and repossess the same. If such injury can be repaired within sixty days thereafter the Railroad Company may enter and repair, and this lease shall not be affected, except that the rent shall be apportioned and suspended while such repairs are being made; but if said warehouse shall be so slightly injured by fire or other casualty as not to be rendered wholly unfit for occupancy, then the Railroad Company agrees that the same shall be repaired with reasonable promptitude and in that case the rent accrued or accruing shall not cease or determine.

3. The Warehouse Company shall have the right to renew this agreement for a further period of ten (10) years from the first day of July nineteen hundred and twenty-six (1926) under all the terms, covenants, conditions and provisions herein contained, upon giving to the Railroad Com-
[fol. 745] pany six (6) months notice prior to the expiration of the term hereby created, but such renewal thereof shall not contain a provision for a renewal for a further period of ten years; Provided, however, that should the Railroad Company require the above demised premises or any part thereof for its corporate purposes it shall have the right upon giving ninety (90) days notice to the Warehouse Company to terminate this agreement at any time during the term hereby created or any renewal thereof

and upon the expiration of the time mentioned in such notice this agreement and any renewal thereof shall absolutely determine and the Warehouse Company shall quit and deliver up possession of the said premises to the Railroad Company; in case of such determination by the Railroad Company and other warehouse facilities are provided by either the Railroad Company or the Warehouse Company to take the place of the above demised premises, and if the Warehouse Company shall occupy such new facilities, then the same terms, conditions, covenants and provisions pertaining to traffic and the handling of freight to and from the warehouse and the compensation therefor, as are contained in this agreement shall govern and control the traffic conditions and the handling of freight to and from the new warehouse facilities and the compensation therefor.

4. If, even without any previous demand, the Warehouse Company shall fail or omit to pay the rents or sums hereby reserved when the same are made payable or shall in any other respect violate or fail to comply with any of the conditions and covenants herein contained, then this lease and the tenancy thereunder shall, at the option of the Railroad Company, to be signified by a written notice of its intention so to determine this lease, on a day therein fixed, delivered to it, or left on the premises, at least thirty days previous to the day so fixed, determine and become absolutely void, without any right on its part, after the day so fixed, to save the forfeiture by payment of rent due, or by other performance of the condition or conditions thus violated. That when the lease shall be so determined by condition broken and notice aforesaid, it shall be lawful for any attorney as attorney for the Warehouse Company, to sign an agreement for entering in any competent court an amicable action and judgment in ejectment (without any stay of execution) against the Warehouse Company and all persons claiming under it for the recovery by the Railroad Company of the possession of the hereby demised premises, for which this shall be a sufficient warrant, whereupon, if the Railroad Company so desires, a writ of habere facias possessionem may issue forthwith, without any prior writ or proceedings whatsoever, the Warehouse Company hereby releasing and agreeing to release the Railroad Company

from all errors and defects whatsoever in entering such [fol. 746] action or judgment or causing such possessory writ to be issued, or in any proceedings thereon, or concerning the same, and hereby agreeing that no writ of error or objection or exception shall be made or taken thereto; Provided, that the Railroad Company shall first cause to be filed in such action an affidavit made by some one on its behalf, setting forth the facts necessary to authorize the entry of such judgment according to the terms of this lease, and if a true copy of this lease shall be annexed to such affidavit, it shall not be necessary to file the original as a warrant of attorney, any rule of court to the contrary notwithstanding. No such determination of this lease, nor taking or recovering possession of the premises shall deprive the Railroad Company of any remedy or action against the Warehouse Company for rent or for damages, for the breach of any covenant herein contained, nor shall the bringing of any such action for rent or for breach of covenant, nor the resort to any other remedy herein provided for the recovery of rent or damages for such breach be construed as a waiver of its right to insist upon the forfeiture and obtain possession in the manner hereinabove provided.

5. That if the terms and conditions of this agreement shall be found to work onerously to the interests of either party hereto, the said terms and conditions shall, at the written request of either party be subject to revision at the end of any period of two (2) years; and if the parties hereto cannot agree upon such revision, or any question shall arise as to the proper construction of any of the provisions herein contained, or differences as to any act or duty claimed to be involved in the performance hereof, if the same cannot be amicably adjusted then the same shall be settled by arbitration as follows:

The party demanding the reference shall serve the other party a notice of such demand, stating the question upon which it demands the judgment of the referees and the name of one referee by it chosen. The party so notified shall, within ten days after receiving such notice, select a second referee and notify the other party thereof in writing, or if it shall fail to select a referee, the referee selected by the party demanding the reference shall select the second

referee. The referees so selected shall within a reasonable time meet and select a third referee and fix a time and place for hearing the parties, of which they shall be notified in writing. If any referee shall refuse to act, the party by whom he was chosen shall select another to act in his place. The award of any two of said referees made after hearing the party or parties who have attended in compliance with the notice required to be given, as above stated, shall be final and binding on the parties, and they severally hereby expressly agree to be bound thereby.

[fols. 747 & 748] That all the rights and liabilities herein given to or imposed upon either of the parties hereto shall extend to the successors and assigns of such party as though they were in each case named, unless where the assigns are expressly excluded from certain rights.

In witness whereof the parties hereto have hereunto affixed their respective corporate seals, duly attested, the day and year above written.

The Pennsylvania Railroad Company, Lessee, by W. H. Myers, Vice-President. Attest: Leon Wilson, Secretary. (Seal.) Merchants Warehouse Company, by Harvey C. Miller, President. Attest: Charles Hay, Secretary. (Seal.)

[Canceled 50-cent internal-revenue stamp.]

[fol. 749] 9

Philadelphia, Baltimore & Washington Railroad Company,
General Office, Broad Street Station, Philadelphia

Lewis Neilson, Secretary. R. H. Groff, J. Taney Willcox,
Assistant Secretaries

14th September, 1916.

Dear Sir: At a meeting of the Board, held this day, the following resolution was, on motion, adopted:

Resolved that the Board does hereby ratify and confirm the action of the Vice-President in charge of Real Estate, Purchases and Insurance in executing the lease, dated 1st July, 1916, to the Merchants Warehouse Company, of the

warehouse property at the southwest corner of 15th and Carpenter Streets, Philadelphia, Pennsylvania, for ten years from 1st July, 1916, at a rental of $10,370 per annum, together with an additional rental equal to the amount of all taxes, water rent and other charges assessed against the said premises, and the fire insurance premium, the Warehouse Company to have the privilege of renewing the said lease for an additional term of ten years from 1st July, 1926, upon terms and conditions in the said lease fully set forth, terminable at any time by this Company on six months' notice.

Yours truly, Lewis Neilson, Secretary.

Mr. T. W. Hulme, Real Estate Agent.

[fol. 750] This indenture, made this 1st day of July, nineteen hundred and sixteen (1916) between the Philadelphia, Baltimore and Washington Railroad Company, hereinafter called the "Railroad Company," of the one part, and the Merchants Warehouse Company, hereinafter called the "Warehouse Company," of the other part,

Witnesseth, That the Railroad Company for and in consideration of the rents and covenants and agreements hereinafter mentioned, which on the part of the Warehouse Company are to be paid, kept and performed, hath demised and let and by these presents doth demise and let unto the Warehouse Company,

All that certain lot or piece of land with the three story brick warehouse thereon erected, situate in the Thirtieth Ward of the City of Philadelphia, Pennsylvania, bounded and described as follows: Beginning at a point at the intersection of the westerly side of Fifteenth Street with the southerly side of Carpenter Street and extending thence westwardly along said southerly side of Carpenter Street three hundred and ninety-five feet to a point at the intersection of the southerly side of Carpenter Street with the easterly side of Sixteenth Street; thence southwardly along said easterly side of Sixteenth Street fifty-four feet to a point; thence eastwardly at right angles to Sixteenth Street and parallel with said Carpenter Street three hundred and ninety-five feet to a point in said westerly side of Fifteenth Street; and thence northwardly along said side of Fifteenth Street fifty-four feet to the place of beginning. Contain-

ing twenty-one thousand, three hundred and thirty (21,330) square feet, more or less.

To hold the said premises for and during the term of ten (10) years, commencing the first day of July, nineteen hundred and sixteen (1916), at and for the rent or sum of ten thousand, three hundred and seventy dollars ($10,370.00) per year, to be paid in equal quarterly payments, not in advance, on the first day of the months of October, January, April and July of each year during said term;

Together with a further rental, payable when demanded, which shall be equal to the amount of all taxes, water rent and other assessments which may be charged, levied, assessed and payable against the hereby demised premises during the continuance of this lease; and together with such further sum as shall be equal to the cost of maintaining fire insurance to be placed by the Railroad Company on the buildings, structures, machinery, fixtures and appurtenances now or hereafter erected upon the demised premises, in such amount as in the judgment of the Railroad Company shall be adequate, said sum to be paid when demanded.

[fol. 751] The Railroad Company hereby covenants and agrees to and with the Warehouse Company, as follows:

A. To maintain railroad tracks adjacent to said warehouse and to do the necessary shifting to enable its cars to reach the warehouse aforesaid for the purpose of taking from and delivering to the same all freight to be shipped therefrom or destined thereto, and shall and will take and deliver the same over its lines at the same rates (except in case of traffic hauled short distances upon which it is customary for the Railroad Company to apply rates varying with respect to different station deliveries in the City of Philadelphia) and in the same manner and with the same promptness that it delivers and receives like traffic at any other terminal point controlled by it in the City of Philadelphia.

B. To pay to the said Warehouse Company for all services rendered by it in and about the receipt and delivery of freight, both incoming and outgoing, the amounts following:—Three and one-half (3½) cents per barrel for each barrel of flour up to fifty thousand (50,000) barrels per month; two and one-half (2½) cents per barrel for each

barrel over the said fifty thousand (50,000) barrels per month and thirty-five (35) cents per ton (of two thousand pounds) for each ton of merchandise, except that no payment shall be made upon bulk freight, nor upon freight the movement of which by the Railroad Company has been performed at a switching rate, nor material and supplies belonging to the Railroad Company.

The Warehouse Company hereby covenants and agrees to and with the Railroad Company, as follows:

I. To pay to the Railroad Company the rent hereby reserved on the days and times hereinbefore mentioned for the payment thereof, together with said further rental equal to the amount of all taxes, water rent and other assessments payable against said premises, to be paid when demanded and the cost of maintaining said amount of fire insurance; and during the continuance of this lease to keep said premises in good order and repair at its own cost and expense and at the end of said term or other sooner determination of this lease to peaceably deliver up possession of said premises in the like good order and condition, ordinary wear and tear and damage by fire and unavoidable accidents only excepted, and will not under penalty of forfeiture of this lease commit or suffer to be committed any act or thing whereby or in consequence whereof the conditions or stipulations of the policy or [fol. 752] policies of insurance on the said premises shall become avoided or suspended, or occupy or permit to be occupied the said premises otherwise than as a warehouse for the storage of general merchandise, that it will not assign this lease, or the term hereby created, or underlet the said premises, or any part thereof, without the written consent of the Railroad Company endorsed hereon, an assignment within the meaning of this lease being understood and intended to comprehend not only the voluntary action of the Warehouse Company but also every levy or sale on execution, or other legal process, and every assignment or sale in bankruptcy or insolvency, or under any other compulsory procedure or order of court.

II. a. To use all reasonable efforts to secure to the lines of The Pennsylvania Railroad Company's system, of which

the railroad of Railroad Company forms part, all traffic controlled by it or destined to or from the warehouse aforesaid, and to accord to traffic passing over said lines, at all times, preference in the facilities furnished by the Warehouse Company over traffic passing over other lines; it being further understood that without the consent of the Railroad Company the said facilities shall not be extended to traffic passing over other lines.

b. To promptly load, unload and handle all freight received by it to be shipped over the lines of Railroad Company or received by it for delivery to consignees, and in the case of incoming freight to promptly notify consignees of the arrival thereof.

c. To be responsible to Railroad Company for the prompt collection of all freight and other charges upon inbound freight, payment to be made by Warehouse Company to Railroad Company on the fifth day of each month of freight and other charges due on account of all freight delivered to it during the preceding month, excepting, however, any such charges which the Railroad Company may, from time to time, elect to collect direct from any consignee; and in order to secure Railroad Company, Warehouse Company shall furnish to it a bond with such good and sufficient sureties, and in such amount as shall be approved by Railroad Company, conditioned for the prompt payment of the said freight and other charges and for the performance by Warehouse Company of all its other covenants hereunder.

d. To indemnify and hold harmless Railroad Company for all damage to, or loss of, freights in its custody or control, and all liability by reason thereof, and to keep an adequate and sufficient line of fire insurance on all such freight.

e. To promptly notify Railroad Company in writing of [fol. 753] the failure of any consignee to remove freight, and to observe and comply with all directions with respect to such freight which may be received by it from Railroad Company.

f. To protect and indemnify the Railroad Company from and against all manner of liability on account of any acts of omission or commission on the part of it, the said Warehouse Company, in respect to merchandise received by it

at said warehouse, to be forwarded over the Railroad Company's lines or to be delivered to consignees, and also from and against all manner of liability on account of receipts for merchandise issued by it.

III. If, even without any previous demand, it shall fail or omit to pay the rents or sums hereby reserved when the same are made payable or shall in any other respect violate or fail to comply with any of the conditions and covenants herein contained, then this lease, and the term hereby created and any renewal thereof shall at the option of the Railroad Company to be signified by a written notice of its intention so to determine this lease, on a day therein fixed, delivered to it, or left on the premises, at least thirty days previous to the day so fixed, determine and become absolutely void, without any right on its part after the day so fixed to save the forfeiture by payment of rent due, or by other performance of the condition or conditions thus violated. That when the lease shall be so determined by condition broken and notice as aforesaid, and also when and as soon as the term hereby created shall have expired, it shall be lawful for any attorney as attorney for the Warehouse Company to sign an agreement for entering in any competent court an amicable action and judgment in ejectment (without any stay of execution) against it and all persons claiming under it for the recovery by the Railroad Company of the possession of the hereby demised premises, for which this shall be a sufficient warrant, whereupon, if the Railroad Company so desires, a writ of habere facias possessionem may issue forthwith, without any prior writ or proceedings whatsoever, it hereby releasing and agreeing to release the Railroad Company from all errors and defects whatsoever in entering such action or judgment or causing such possessory writ to be issued, or in any proceedings thereon, or concerning the same, and hereby agreeing that no writ of error or objection or exception shall be made or taken thereto, provided that the Railroad Company shall first cause to be filed in such action an affidavit made by some person on its behalf, setting forth the facts necessary to authorize the entry of such judgment according to the terms of this lease, and if a true copy of this lease shall be annexed to such affidavit, it shall not be necessary to file the original as a warrant of attorney, any

rule of court to the contrary notwithstanding. No such determination of this lease, nor taking nor recovering possession of the premises shall deprive the Railroad Company of any remedy or action against it, for rent, or for [fol. 754] damages, for the breach of any covenant herein contained, nor shall the bringing of any such action for rent or breach of covenant, nor the resort to any other remedy herein provided for the recovery of rent or damages for such breach be construed as a waiver of the right to insist upon the forfeiture and obtain possession in the manner hereinafter provided.

It is hereby mutually agreed:

1. That at the expiration of the period during which the Railroad Company shall currently allow freight to remain at its warehouses before delivery without charge to the consignee, freight delivered by the Railroad Company to the Warehouse Company which has not been delivered to the consignee or party entitled to receive the same, or which shall not by direction of said Railroad Company have been returned to the shipper thereof, or otherwise disposed of, shall be regarded and treated as stored with Warehouse Company by Railroad Company for account of the owners thereof, and thereupon the Warehouse Company shall be entitled to deal with the property and to make such charges for its custody as it may lawfully and properly do and shall be further entitled to dispose of the same in such manner and at such times as it may lawfully and properly do for the purpose of realizing its charges thereon.

2. The Warehouse Company shall have the right to renew this agreement for a further period of ten (10) years from the first day of July, nineteen hundred and twenty-six (1926), under all the terms, covenants, conditions and provisions herein contained, upon giving to the Railroad Company six (6) months notice prior to the expiration of the term hereby created, but such renewal thereof shall not contain a provision for a renewal for a further period of ten years; Provided, however, that should the Railroad Company require the above demised premises or any part thereof for its corporate purposes it shall have the right upon giving six (6) months notice to the Warehouse Company to terminate this agreement at any time

during the term hereby created or any renewal thereof and upon the expiration of the time mentioned in such notice this agreement and any renewal thereof shall absolutely determine and the Warehouse Company shall quit and deliver up possession of the said premises to the Railroad Company; in case of such determination by the Railroad Company and other warehouse facilities are provided by either the Railroad Company or the Warehouse Company to take the place of the above demised premises, and if the Warehouse Company shall occupy such new facilities, then the same terms, conditions, covenants and provisions pertaining to traffic and the handling of freight to and from the warehouse and the compensation therefor, as are contained in this agreement shall govern and control the traffic conditions and the handling of freight to and from the new warehouse facilities and the compensation therefor.

[fol. 755] 3. If, during the term of this lease, the warehouse is so injured by fire or other casualty not occurring through the Warehouse Company's negligence, that it is rendered wholly unfit for occupany, and cannot be repaired within sixty days from the happening of such injury, then this lease shall cease and determine from the date of such injury. In such case the Warehouse Company shall pay the rent apportioned to the time of injury and shall immediately surrender the whole of the leased premises to the Railroad Company who may enter upon and repossess the same. If such injury can be repaired within sixty days thereafter the Railroad Company may enter and repair, and this lease shall not be affected, except that the rent shall be apportioned and suspended while such repairs are being made; but if said warehouse shall be so slightly injured by fire or other casualty as not to be rendered unfit for occupancy, then the Railroad Company agrees that the same shall be repaired with reasonable promptitude, and in that case the rent accrued or accruing shall not cease or determine.

4. That if the terms and conditions of this agreement shall be found to work onerously to the interests of either party hereto, the said terms and conditions shall, at the written request of either party be subject to revision at the end of any period of two (2) years; and if the parties hereto cannot agree upon such revision, or any question

shall arise as to the proper construction of any of the provisions herein contained, or differences as to any act or duty claimed to be involved in the performance hereof, if the same cannot be amicably adjusted then the same shall be settled by arbitration as follows:

The party demanding the reference shall serve upon the other party a notice of such demand, stating the question upon which it demands the judgment of the referees and the name of one referee by it chosen. The party so notified shall, within ten days after receiving such notice, select a second referee and notify the other party thereof in writing, or if it shall fail to select a referee, the referee selected by the party demanding the reference shall select the second referee. The referees so selected shall within a reasonable time meet and select a third referee and fix a time and place for hearing the parties, of which they shall be notified in writing. If any referee shall refuse to act, the party by whom he was chosen shall select another to act in his place. The award of any two of said referees made after hearing the party or parties who have attended in compliance with the notice required to be given, as above stated, shall be final and binding on the parties, and they severally hereby expressly agree to be bound thereby.

That all the rights and liabilities herein given to or im-
[fols. 756 & 757] posed upon either of the parties hereto shall extend to the successors and assigns of such party as though they were in each case named, unless whereof the assigns are expressly excluded from certain rights.

In witness whereof the parties hereto have hereunto affixed their respective corporate seals, duly attested, the day and year first above written.

Philadelphia, Baltimore and Washington Railroad Company, by W. H. Myers, Vice-President. Attest: J. Taney Willcox, Asst. Secretary. Merchants Warehouse Company, by Harvey C. Miller, President. Attest: Charles Hay, Secretary. (Seal.)

[Canceled 50-cent internal-revenue stamp.]

[fol. 758] 10

This indenture, made this 1st day of July nineteen hundred and sixteen (1916) between The Pennsylvania Rail-

road Company, hereinafter called "Railroad Company," of the one part, and the Merchants Warehouse Company, hereinafter called "Warehouse Company," of the other part.

Witnesseth, That the Railroad Company for and in consideration of the rents and covenants and agreements hereinafter mentioned, which on the part of the Warehouse Company are to be paid, kept and performed, hath demised and let and by these presents doth demise and let unto the Warehouse Company, all that certain lot or piece of land with the warehouse thereon erected, situated in the Twenty-seventh Ward of the City of Philadelphia, Beginning at a point distant thirty-nine and nine-tenths feet southwardly, measured at right angles, from the south side of Chestnut Street, two hundred feet eight and one-half inches eastwardly from east side of Thirty-second Street, containing in front parallel with Chestnut Street and thirty-nine and nine-tenths feet distant southwardly therefrom, one hundred and ten and three-tenths feet and extending of that width in length or depth between parallel lines southward four hundred and forty and one-tenth feet to the north side of Walnut Street; together with the right of ingress and egress over other land of the Railroad Company lying between the herein demised premises and the south side of Chestnut Street, in common with the owners, tenants and occupants of said land at all times during the continuance of this lease.

To hold the said premises for and during the term of ten (10) years, from the first day of July, nineteen hundred and sixteen (1916), at and for the rent or sum of seven thousand dollars ($7,000.00) per year, to be paid in equal monthly payments, not in advance, on the first day of each and every month during said term; together with a further rental which shall be equal to the amount of all taxes, not exceeding the sum of fifteen hundred dollars ($1500.00) per year, and all the water rent and other assessments levied, assessed and payable against said premises, to be paid to the Railroad Company when demanded.

The Railroad Company hereby covenants and agrees to and with the Warehouse Company as follows:

A. To maintain railroad tracks adjacent to said warehouse, and to do the necessary shifting to enable its cars

to reach the warehouse aforesaid for the purpose of taking [fol. 759] from and delivering to the same all freight to be shipped therefrom or destined thereto, and shall and will take and deliver the same over its lines at the same rates (except in case of traffic hauled short distances upon which it is customary for the Railroad Company to apply rates varying with respect to different station deliveries in the City of Philadelphia) and in the same manner and with the same promptness that it delivers and receives like traffic at any other terminal point controlled by it in the City of Philadelphia.

B. To pay to the Warehouse Company for all services rendered by it in and about the receipt and delivery of freight, both incoming and outgoing, thirty-five cents (35¢) per ton (of two thousand pounds) for each ton of merchandise, except that no payment shall be made upon bulk freight, nor upon freight the movement of which by the Railroad Company has been performed at a switching rate, nor material and supplies belonging to the Railroad Company.

The Warehouse Company hereby covenants and agrees with the Railroad Company, viz:

I. To pay to the Railroad Company the rent hereby reserved on the days and times hereinbefore mentioned for the payment thereof, together with said further rental equal to the said amount of taxes and all water rent and other assessments levied or charged upon the said premises, and to keep the said demised premises in good order and repair during the continuance of this lease and at the end of the said term or sooner determination of said lease to peaceably deliver up possession of the said premises in the like good order and condition, ordinary wear and tear and casualties by fire and unavoidable accidents only excepted; and will not under penalty of forfeiture of this lease commit or suffer to be committed any act or thing whereby or in consequence whereof the conditions or stipulations of the policy or policies of insurance on the said premises shall become avoided or suspended; or occupy or permit to be occupied the said premises otherwise than as a warehouse for the storage of hay, straw, feed and other freight; it being agreed by the Warehouse Company that it will at

all times provide sufficient space for the proper handling and storage of hay; that it will not assign this lease or the term hereby created or underlet the said premises or any part thereof, without the written consent of the Railroad Company endorsed hereon, an assignment within the meaning of this lease being understood and intended to comprehend not only the voluntary action of the Warehouse Company but also every levy or sale on execution or other legal process and every assignment or sale in bankruptcy or insolvency or under any other compulsory procedure or order of court; and that upon the happening of any legal pro- [fol. 760] ceedings, the effect of which shall be to divest the title or possession of the Warehouse Company, this agreement shall *be* at the option of the Railroad Company cease and determine.

II. a. To use all reasonable efforts to secure to the lines of The Pennsylvania Railroad Company's system, of which the railroads of Railroad Company form part all traffic controlled by it or destined to or from the warehouse aforesaid, and to accord to traffic passing over said lines, at all times, preference in the facilities furnished by the Warehouse Company over traffic passing over other lines, it being further understood that without the consent of the Railroad Company the said facilities shall not be extended to traffic passing over other lines.

b. To promptly load and unload and handle all freight received by it to be shipped over the lines of Railroad Company, or received by it for delivery to consignee and in the case of incoming freight to promptly notify consignees of the arrival thereof.

c. To be responsible to Railroad Company for the prompt collection of all freight and other charges upon inbound freight, payment to be made by Warehouse Company to Railroad Company on the fifth day of each month of freight and other charges due on account of all freight delivered to it during the preceding month, excepting, however, any such charges which the Railroad Company may, from time to time, elect to collect direct from any consignee; and in order to secure Railroad Company, Warehouse Company shall furnish to it a bond with such good and sufficient sureties, and in such amount as shall be approved by Railroad

Company, conditioned for the prompt payment of the said freight and other charges and for the performance by Warehouse Company of all its other covenants hereunder.

d. To indemnify and hold harmless Railroad Company for all damage to, or loss of, freights in its custody or control, and all liability by reason thereof, and to keep an adequate and sufficient line of fire insurance on all such freight.

e. To promptly notify Railroad Company in writing of the failure of any consignee to remove freight, and to observe and comply with all directions with respect to such freight which may be received by it from Railroad Company.

f. To protect and indemnify Railroad Company from and against all manner of liability on account of any acts of omission or commission on the part of it, the said Warehouse Company, in respect to merchandise received by it at said Warehouse to be forwarded over the Railroad Company's lines or to be delivered to consignees and also from and against all manner of liability on account of receipts for merchandise issued by it.

It is hereby mutually understood and agreed:

[fol. 761] 1. That at the expiration of the period during which the Railroad Company shall currently allow freight to remain at its warehouses before delivery without charge to the consignees, freight delivered by the Railroad Company to the Warehouse Company which has not been delivered to the consignee, or party entitled to receive the same, or which shall not by direction of said Railroad Company have been returned to the shipper thereof, or otherwise disposed of, shall be regarded and treated as stored with Warehouse Company by Railroad Company for account of the owners thereof, and thereupon the Warehouse Company shall be entitled to deal with the property and to make such charges for its custody as it may lawfully and properly do, and shall be further entitled to dispose of the same in such manner, and at such times, as it may lawfully and properly do, for the purpose of realizing its charges thereon.

2. If, during the term of this lease, the warehouse is so injured by fire or other casualty not occurring through the

Warehouse Company's negligence that it is rendered wholly unfit for occupancy and cannot be repaired within sixty days from the happening of such injury, then this lease shall cease and determine from the date of such injury. In such case the Warehouse Company shall pay the rent apportioned to the time of injury, and shall immediately surrender the whole of the leased premises to the Railroad Company who may re-enter upon and repossess the same. If such injury can be repaired within sixty days thereafter the Railroad Company may enter and repair, and this lease shall not be affected, except that the rent shall be apportioned and suspended while such repairs are being made; but if said warehouse shall be so slightly injured by fire or other casualty as not to be rendered wholly unfit for occupancy, then the Railroad Company agrees that the same shall be repaired with reasonable promptitude and in that case the rent accrued or accruing shall not cease or determine.

3. The Warehouse Company shall have the right to renew this agreement for a further period of ten (10) years from the first day of July nineteen hundred and twenty-six (1926), under all the terms, covenants, conditions and provisions herein contained, upon giving to the Railroad Company six months notice prior to the expiration of the term hereby created, but such renewal thereof shall not contain a provision for a renewal for a further period of ten years; Provided, however, that should the Railroad Company require the above demised premises or any part thereof for its corporate purposes it shall have the right upon giving ninety days *days* notice to the Warehouse Company to terminate this agreement at any time during the term hereby created or any renewal thereof and upon the expiration of the time mentioned in such notice this agreement and any renewal thereof shall absolutely determine and the Warehouse Company shall quit and de-
[fol. 762] liver up possession of the said premises to the Railroad Company; in case of such determination by the Railroad Company and other warehouse facilities are provided by either the Railroad Company or the Warehouse Company to take the place of the above demised premises, and if the Warehouse Company shall occupy such new facilities, then the same terms, conditions, covenants and pro-

visions pertaining to traffic and the handling of freight to and from the warehouse and the compensation therefor, as are contained in this agreement shall govern and control the traffic conditions and the handling of freight to and from the new warehouse facilities and the compensation therefor.

4. If, even without any previous demand, the Warehouse Company shall fail or omit to pay the rents or sums hereby reserved when the same are made payable or shall in any other respect violate or fail to comply with any of the conditions and covenants herein contained, then this lease and the tenancy thereunder shall, at the option of the Railroad Company, to be signified by a written notice of its intention so to determine this lease, on a day therein fixed, delivered to it, or left on the premises, at least thirty days previous to the day so fixed, determine and become absolutely void, without any right on its part, after the day so fixed, to save the forfeiture by payment of rent due, or by other performance of the condition or conditions thus violated. That when the lease shall be so determined by condition broken and notice as aforesaid, it shall be lawful for any attorney as attorney for the Warehouse Company, to sign an agreement for entering in any competent court an amicable action and judgment in ejectment (without any stay of execution) against the Warehouse Company and all persons claiming under it for the recovery by the Railroad Company of the possession of the hereby demised premises, for which this shall be a sufficient warrant, whereupon, if the Railroad Company so desires, a writ of habere facias possessionem may issue forthwith, without any prior writ or proceedings whatsoever, the Warehouse Company hereby releasing and agreeing to release the Railroad Company from all errors and defects whatsoever in entering such action or judgment or causing such possessory writ to be issued, or in any proceedings thereon, or concerning the same, and hereby agreeing that no writ of error or objection or exception shall be made or taken thereto; Provided, that the Railroad Company shall first cause to be filed in such action an affidavit made by some one on its behalf, setting forth the facts necessary to authorize the entry of such judgment according to the terms of this lease, and if a true copy of this lease shall be an-

nexed to such affidavit, it shall not be necessary to file the original as a warrant of attorney, any rule of court to the contrary notwithstanding. No such determination of this lease, nor taking or recovering possession of the premises shall deprive the Railroad Company of any remedy [fol. 763] or action against the Warehouse Company for rent or for damages, for the breach of any covenant herein contained, nor shall the bringing of any such action for rent or for breach of covenant, nor the resort to any other remedy herein provided for the recovery of rent or damages for such breach be construed as a waiver of its right to insist upon the forfeiture and obtain possession in the manner hereinabove provided.

5. That if the terms and conditions of this agreement shall be found to work onerously to the interests of either party hereto, the said terms and conditions shall, at the written request of either party be subject to revision at the end of any period of two years; and if the parties hereto cannot agree upon such revision, or any question shall arise as to the proper construction of any of the provisions herein contained, or differences as to any act or duty claimed to be involved in the performance hereof, if the same cannot be amicably adjusted then the same shall be settled by arbitration as follows:

The party demanding the reference shall serve upon the other party a notice of such demand, stating the question upon which it demands the judgment of the referees and the name of one referee by it chosen. The party so notified shall, within ten days after receiving such notice, select a second referee and notify the other party thereof in writing, or if it shall fail to select a referee, the referee selected by the party demanding the reference shall select the second referee. The referees so selected shall within a reasonable time meet and select a third referee and fix a time and place for hearing the parties, of which they shall be notified in writing. If any referee shall refuse to act, the party by whom he was chosen shall select another to act in his place. The award of any two of said referees made after hearing the party or parties who have attended in compliance with the notice required to be given, as above stated, shall be final and binding on the parties, and they severally hereby expressly agree to be bound thereby.

That all the rights and liabilities herein given to or imposed upon either of the parties hereto shall extend to the successors and assigns of such party as though they were in each case named, unless where the assigns are expressly excluded from certain rights.

In witness whereof the parties hereto have hereunto af- [fols. 764 & 765] fixed their respective corporate seal, duly attested, the day and year first above written.

The Pennsylvania Railroad Company, by W. H. Myers, Vice-President. Attest: Lewis Wilson, Secretary. (Seal.) Merchants Warehouse Company, by Harvey C. Miller, President. Attest: Charles Hay, Secretary. (Seal.)

[Canceled 50-cent internal-revenue stamp.]

[fol. 766] 11

Copy

Quaker City Cold Storage Company, Delaware Avenue, Spruce and Water Sts., Philadelphia, Pa.

September 8, 1922.

Pennsylvania Railroad Co., Traffic Department, Broad Street Station, Philadelphia, Penna.

Attention of Mr. J. L. Eysmans

Dear Sirs: We have your letter of August 30th, 1922 in reference to conditions governing our traffic agreement with you in supplementing your letter of August 9th, and our acceptance of August 15th of this year, wherein it is understood that we are to receive from your company fifty cents (50¢) per ton for services performed for the handling of butter, eggs, dressed poultry and cheese arriving via your line to our property Delaware Avenue, Spruce and Water Streets, known by your company as the "Spruce Street Stores", and we accept the conditions as expressed in your letter of August 30th as being a supplement of our traffic agreement with you as mentioned in the above letters.

Yours very truly, Quaker City Cold Storage Company. Horace P. Serrill, President.

[fol. 767] Copy

J.—. L.

You will, of course, now arrange to have all concerned notified of this arrangement so that the traffic may be solicited and routed via our own line instead of via Harrisburg and the P. & R. and Mr. Willis should advise Agent Dock Street in detail of the arrangements that have been made.

J. L. E.

August 30, 1922.

Mr. Horace P. Serrill, President, Quaker City Cold Storage Co., Philadelphia, Pa.

Dear Sir: I enclose herewith copy of supplement No. 7 to Tariff G. O. I. C. C. 11688, which you will note on Page 4 provides allowance of 50¢ per ton to the Quaker City Cold Storage Co.—Spruce Street Stores, effective as follows:

On inbound less than carload shipments of butter, cheese, eggs and dressed poultry, September 15th.

On inbound carload shipments of butter, cheese, eggs and dressed poultry, October 1st.

The Interstate Commerce Commission would not allow us to publish on less than statutory notice the allowance covering carloads, which will account for the difference in the effective dates.

I also enclose copy of Supplement No. 31 to Tariff G. O. I. C. C. 10000, which on page 5 shows that Dock Street Station includes all the facilities of the Quaker City Cold Storage Co.—Spruce Street Stores, and becomes effective September 15th on both carloads and less than carloads.

Yours very truly, J. L. Eysmans, Traffic Manager.

JLE-s.

CC—Messrs. Robt. C. Wright, Elisha Lee, C. S. Krick, with enc.; E. A. Stockton, with enc.; J. F. Fahnestock, with enc.; E. H. Newbern, with enc.; J. B. Large, with enc., in connection with my letters of August 18th.

[fol. 768] Copy

August 30, 1922.

Mr. Horace P. Serrill, President, Quaker City Cold Storage Co., Philadelphia, Pa.

Dear Sir: Supplementing my letter to you of August 9th specifying the conditions under which you would operate Spruce Street Stores for the handling of Butter, Eggs, Dressed Poultry and Cheese arriving via our line and for which it was understood we would pay you 50¢ per ton for services performed, I find that we did not specifically cover the following although these matters were discussed at our conference on the 9th:

With respect to property moving under Order bills of lading, the legal possession of the property shall continue with P. R. R. until the bill of lading has been duly surrendered, and the Quaker City Cold Storage Co. shall not make delivery of such property until such surrender of the bill of lading.

Another condition that should be specifically understood is that the proposed allowance of 50¢ per ton shall apply to services on the traffic in question handled at the Quaker City Cold Storage Company's plant, formerly known as the Spruce Street Stores, located on the Southwest Corner of Delaware Avenue & Spruce Street.

Will you kindly acknowledge the foregoing as a part of the understanding and conditions to be added to my letter to you of August 9, 1922, advising, and oblige.

Yours very truly, J. L. Eysmans, Traffic Manager.

JLE-a.

[fol. 769] Copy

August 17, 1922.

Mr. Horace P. Serrill, Pres. Quaker City Cold Storage Co., Delaware Avenue & Spruce St., Philadelphia, Pa.

Dear Sir: The terms of acceptance, as outlined in your letter of August 15th, of the working arrangements between your company and ours for the handling of dairy products, set forth in my letter to you of August 19th, is entirely agreeable.

As soon as we hear from the Interstate Commerce Commission regarding the publication of the tariffs, I will let you know date the arrangement is to become effective. In the meantime, we will request the Accounting, Treasury and Insurance Departments to get in touch with you regarding the details of records, bond and insurance.

Yours very truly, J. L. Eysmans, Traffic Manager.

JLE-s.

[fol. 770] Copy

Quaker City Cold Storage Co., Phila., Pa.

August 15, 1922.

Pennsylvania Railroad Co., Traffic Department, Broad St. Station, Phila., Pa.

Attention of Mr. J. L. Eysmans

GENTLEMEN: We are in receipt of your letter of August 9th, 1922, in reference to our company handling dairy products over your lines, excluding traffic handling in switching service or delivered by connecting lines to the Pennsylvania System at junctions in Philadelphia. And in accordance with the understanding had by your company with our Mr. Serrill, and in further conformance with the terms of your letter of August 9th, we will accept your proposal in full as contained in items 1, 2, 3, 4, 5, 6 and 7. It being understood, however, under the terms of Section 4, wherein it is stated that we are to indemnify and hold harmless your company for all damages to or loss in freight while in our custody or control, and all liability by reason thereof after delivery by the Railroad Company to our Company, that such liability therein specified is only such liability as is concurrent with the duties of any other agent under similar conditions, that is—upon receipt of all cars we will notify your company of the condition of the seal on the car, and upon the breaking of the seal we will also notify your company as to the quantity and quality of the goods contained in the car, and will also notify you of any apparent shortage or damage to the goods contained in the car. But is is understood further, nevertheless, that after

the goods are unloaded, on our platform, we will be liable for such goods either damaged or lost.

Hoping this is satisfactory to your company and appreciating your kindness in this matter, as we feel this arrangement will be of mutual benefit to each company, we remain,

Yours very truly, Quaker City Cold Storage Co.
H. P. Serrill, President.

[fol. 771] Copy

August 9, 1922.

Mr. Horace P. Serrill, Pres. Quaker City Cold Storage Co.,
Philadelphia, Pa.

DEAR SIR: In accordance with understanding reached at our conference here today, our Company will agree to allow your company 50¢ per ton of 2,000 pounds for the handling of dairy products, viz: Butter, Eggs, Dressed Poultry and Cheese, transported over our line, excluding traffic handled in switching service, or delivered by connecting lines to the Penna. System at functions in Philadelphia, under the following conditions:

1st. The Pennsylvania R. R. shall publish in its tariff that the Quaker City Cold Storage Company is a point of delivery to which the above named commodities may be consigned.

2nd. The Pennsylvania R. R. will shift cars containing these commodities to your plant for unloading without cost.

3rd. The Quaker City Cold Storage Co. to act as agent for the Railroad Company in unloading cars, promptly notifying consignees of arrival, delivery to consignees and collection of freight charges, allowing the same free time to consignee as provided for in public tariffs of the Railroad Company. Beyond the free time period, as afore stated, the Quaker City Cold Storage Company shall have the right to charge consignees for storage of any freight held beyond the free time period, or for any service rendered or facilities furnished by it, at customary rates.

4th. The Quaker City Cold Storage Company to indemnify and hold harmless the Railroad Company for all damage to or loss of freight while in its custody or control, and all liability by reason thereof after delivery by the

Railroad Company to the Quaker City Cold Storage Co.; and in order to properly protect the Railroad Company in this respect the Quaker City Cold Storage Company shall furnish a bond under conditions prescribed by the Treasurer of the Railroad Company.

5th. The Quaker City Cold Storage Co. will, to the best of its ability, provide sufficient space to accommodate the traffic, which will arrive currently under this arrangement, and will give preference in the handling of traffic tendered for delivery by the Penna. Railroad under this arrangement over other traffic; the Quaker City Cold Storage Company to at all times use its best endeavors and influence in routing freight over the Penna. System.

6th. This arrangement to be terminable on thirty (30) days' written notice by either party, with sufficient grace to allow the Railroad Company to issue necessary changes in tariffs.

[fol. 772] 7th. The effective date of the arrangement to be the date of the published tariff authorizing the allowances becomes effective.

The details for the collection of freight charges and records in connection therewith are to be arranged subject to such regulations as may be worked out between our Auditor and your Company.

I will arrange with our Insurance Department to carry insurance to cover freight during the period that free storage must be accorded.

Will you please write me at your early convenience of the acceptance of the arrangement under conditions specified. If later on a formal agreement seems desirable we can arrange to proceed accordingly.

Yours very truly, J. L. Eysmans, Traffic Manager.

[fol. 773] COMPLAINANTS EXHIBIT #4

American Chain of Warehouses, Inc.

Membership Directory, Fall Edition, 1927

Established, 1911

[fol. 774] The warehouses listed in this Directory are so located as to furnish shippers Nation-wide distribution of their merchandise.

Chain warehouses are well located in their respective cities, operating up-to-date and well equipped warehouses, and maintaining efficient organizations. Shippers are thus assured that in dealing with members of the American Chain of Warehouses, Inc. that their account will be handled to their complete satisfaction.

The nearest Chain representative will gladly consult with you and furnish complete information in connection with the storage and distribution of your merchandise through any Chain warehouse.

O. V. Hukill, Eastern Representative, 260 West Broadway, New York City. Phone: Walker 7195.
W. H. Eddy, Western Representative, 53 West Jackson Boulevard, Room 1010, Chicago, Illinois. Phone: Harrison 1496.

[fol. 775] List of Members

Alabama

Birmingham:

Warrant Warehouse Company,
3500 Ave. A. Tel. 4-1036.
Inv. $425,000. Floor Space: 112,000 sq. ft.
Routing: All Lines. Insurance: 18c.
Est. 1900. Bank Reference: First National Bank.

Mobile:

Warant Warehouse Company,
Water & Lipscombe Streets. Tel. 115.
Inv. $800,000. Floor Space: 337,000 sq. ft.
Routing: All Lines. Insurance: 27c.
Est. 1913. Bank Reference: First National Bank.

Montgomery:

Moeller Transfer & Storage Company, Inc.,
210 Coosa Street. Tel. 600.
Cap. $25,000. Floor Space: 25,000 sq. ft.
Routing: Western Railway of Alabama. Insurance: 37½c.
Est. 1922. Bank Reference: Alabama National Bank.

Arkansas

Little Rock:

Terminal Warehouse Company,
812 East 2nd Street. Tel. 4-0637.
Cap. $300,000. Floor Space: 190,000 sq. ft.
Routing: All Lines. Insurance: 18c.
Est. 1913. Bank Reference: American Southern Trust Company.

Texarkana:

Hunter Transfer & Storage Company,
319 East First Street. Tel. 381.
Cap. $70,000. Floor Space: 21,000 sq. ft.
Routing: All Lines. Insurance: 28c.
Est. 1884. Bank Reference: State National Bank.

California

Los Angeles:

Union Terminal Warehouse Company,
731 Terminal Street. Tel. Metropolitan: 0075.
Inv. $185,000. Floor Space: 743,000 sq. ft.
Routing: All Lines. Insurance: 16c.
Est. 1916. Bank Reference: First National Bank.

San Francisco:

The Haslett Warehouse Company,
60 California Street. Tel. Kearny: 2522.
Inv. $1,500,000. Floor Space: 900,000 sq. ft.
Routing: All Lines. Insurance: 16c.
Est. 1879. Bank Reference: Bank of California, N. A.

Colorado

Denver:

The Weicker Transfer & Storage Company,
1700 — 15th Street. Tel. Main: 3288.
Inv. $1,000,000. Floor Space: 250,000 sq. ft.
Routing: All Lines. Insurance: 13c.
Est. 1904. Bank Reference: U. S. National.

Connecticut

Hartford:

Hartford Despatch & Warehouse Company,
249 Asylum Street. Tel. Laurel: 1000.
Inv. $275,000. Floor Space: 100,000 sq. ft.
Routing: N. Y., N. H. & Hartford. Insurance: 40c.
Est. 1921. Bank Reference: Hartford Trust Company.

[fol. 776]

District of Columbia

Washington:

Merchants Transfer & Storage Company,
920 E Street, N. W. Tel. Main: 6900.
Cap. $2,000,000. Floor space: 135,000 sq. ft.
Insurance: 46c.
Est. 1901. Bank Reference: Union Trust Company.

Florida

Jacksonville:

Union Terminal Warehouse Company,
East Union & Ionia Streets. Tel. 5-6681.
Inv. $1,000,000. Floor Space: 333,000 sq. ft.
Routing: All Lines. Insurance: 20c.
Est. 1918. Bank Reference: Atlantic National.

Orlando:

Orlando Storage Warehouse, Inc.,
63 West Jefferson Street. Tel. 6463.
Cap. $10,000. Floor Space: 55,000 sq. ft.
Routing: All Lines. Insurance: 85c.
Est. 1923. Bank Reference: Church Street Bank.

St. Petersburg:

Southern Transfer & Storage Company,
1901 Fifth Avenue. Tel. 48-213.
Cap. $15,000. Floor Space: 15,000 sq. ft.
Routing: All Lines. Insurance: $2.48.
Est. 1925. Bank Reference: Central Nat'l & Trust Company.

Georgia

Atlanta:

Merchants & Manufacturers' Warehouse Company,
29 Haynes Street, N. W. Tel. Main: 907.

Cap. $25,000. Floor Space: 60,000 sq. ft.
Routing: All Lines. Insurance: 30c.
Est. 1910. Bank Reference: Fourth National Bank.

Augusta:

Hollingsworth Warehouses,
556 Walker Street. Tel. 1418.
Inv. $10,000. Floor Space: 20,000 sq. ft.
Routing: All Lines. Insurance: $1.40.
Est. 1900. Bank Reference: Georgia Railroad Bank.

Savannah:

Savannah Bonded Warehouse & Transfer Company,
Bay St., Extension & Canal. Tel. 920.
Inv. $25,000. Floor Space: 50,000 sq. ft.
Routing: All Lines. Insurance: 65c.
Est. 1913. Bank Reference: The Citizens & Southern National Bank.

Illinois

Chicago:

The Midland Warehouse & Transfer Company,
1500 South Western Avenue. Tel. Canal: 6811.
Cap. $400,000. Floor Space: 814,000 sq. ft.
Routing: All Lines. Insurance: 15c.
Est. 1907. Bank Reference: Central Manufacturing District Bank.

Rock Island:

Rock Island Transfer & Storage Company,
101 — 17th Street. Tel. 985.
Inv. $150,000. Floor Space: 40,000 sq. ft.
Routing: All Lines. Insurance: 29c.
Est. 1919. Bank Reference: Rock Island Savings Bank.

Peoria:

Federal Warehouse Company,
800 South Adams Street. Tel. 4-5138.
Inv. $500,000. Floor Space: 140,000 sq. ft.
Routing: All Lines. Insurance: 15c.
Est. 1915. Bank Reference: Commercial National Bank.

Indiana

Evansville:

Terminal Warehouse Company,
915 Main Street. Tel. Main: 140.
Cap. $25,000. Floor Space: 24,000 sq. ft.
Routing: All Lines. Insurance: 33c.
Est. 1926. Bank Reference: Old National Bank.

[fol. 777] Fort Wayne:

Pettit's Storage Warehouse Company,
414 East Columbia Street. Tel. A: 1108.
Inv. $200,000. Floor Space: 90,000 sq. ft.
Routing: All Lines. Insurance: Approx. 80c.
Est. 1908. Bank Reference: First National Bank.

Indianapolis:

Tripp Warehouse Company,
620 South Capital Avenue. Tel. Drexel: 4948.
Inv. $150,000. Floor Space: 140,000 sq. ft.
Routing: All Lines. Insurance: 16c.
Est. 1913. Bank Reference: Security Trust Company.

Iowa

Davenport:

Ewert & Richter Express & Storage Company,
320 East 4th Street. Tel. Dav: 543.
Cap. $300,000. Floor Space: 100,000 sq. ft.
Routing: All Lines. Insurance: 39c.
Est. 1904. Bank Reference: Iowa National Bank.

Des Moines:

Merchants Transfer & Storage Company,
9th & Mulberry Streets. Tel. Walnut: 470.
Cap. $100,000. Floor Space: 240,000 sq. ft.
Routing: All Lines. Insurance: 76c.
Est. 1894. Bank Reference: Iowa National Bank.

Fort Dodge:

Brady Transfer & Storage Company,
16th & Central Avenue. Tel. Walnut: 2125.
Cap. $200,000. Floor Space: 52,000 sq. ft.

Routing: All Lines. Insurance: 15c.
Est. 1914. Bank Reference: Fort Dodge National Bank.

Sioux City:

Bekins Van & Storage Company,
5th & Wesley Streets. Tel. 83561.
Cap. $250,000. Floor Space: 40,000 sq. ft.
Routing: All Lines. Insurance: 26c.
Est. 1890. Bank Reference: Sioux National Bank.

Kansas

Wichita:

Brokers' Office & Warehouse Company,
143 North Rock Island Avenue. Tel. Market: 2410.
Cap. $200,000. Floor Space: 65,000 sq. ft.
Routing: All Lines. Insurance: 74c.
Est. 1923. Bank Reference: First National Bank.

Kentucky

Lexington:

Union Transfer Company, Inc.,
Vine & Spring Streets. Tel. 417.
Inv. $150,000. Floor Space: 63,500 sq. ft.
Routing: All Lines. Insurance: 22c.
Est. 1920. Bank Reference: Bank of Commerce.

Louisville:

Louisville Public Warehouse Company, Inc.,
131 East Main Street. Tel. City: 863.
Cap. $1,000,000. Floor Space: 822,154 sq. ft.
Routing: All Lines. Insurance: 14c.
Est. 1884. Bank Reference: Citizens-Union National Bank.

Louisiana

New Orleans:

United Warehouse Company, Ltd.,
815 South Front Street. Tel. Jackson: 5546.
Inv. $160,000. Floor Space: 122,500 sq. ft.
Routing: All Lines. Insurance: Base 35c.
Est. 1869. Bank Reference: Canal Bank & Trust Co.

Shreveport:

Herrin Transfer & Warehouse Company, Inc.
1305 Marshall Street. Tel. 4279.
Inv. $100,000. Floor Space: 80,000 sq. ft.
Routing: All Lines. Insurance: 48c.
Est. 1910. Bank Reference: First National Bank.

[fol. 778] Maine

Bangor:

McLaughlin Warehouse Company,
45 Front Street. Tel. 13.
Cap. $10,000. Floor Space: 47,000 sq. ft.
Routing: Maine Central. Insurance: $1.27.
Est. 1875. Bank Reference: Merrill Trust Company.

Portland:

Galt Block Warehouse Company,
20 Commercial Street. Tel. Forest: 5570.
Inv. $160,000. Floor Space: 160,000 sq. ft.
Routing: All Lines. Insurance: 26c.
Est. 1872. Bank Reference: Chapman National Bank.

Massachusetts

Worcester:

Bowler Storage & Sales Company,
81 Lafayette Street. Tel. Park: 194.
Cap. $100,000. Floor Space: 50,000 sq. ft.
Routing: N. Y., N. H. & Hartford R. R. Insurance: 32c.
Est. 1921. Bank Reference: Merchants National Bank.

Michigan

Detroit:

Edgar's Sugar House,
1924 Lafayette Boulevard. Tel. Lafayette: 0008.
Cap. $400,000. Floor Space: 400,000 sq. ft.
Routing: All Lines. Insurance: 48c.
Est. 1860. Bank Reference: First National Bank.

Grand Rapids:

Kent Storage Company,
59 Front Avenue. Tel. 4285.

Cap. $300,000. Floor Space: 152,000 sq. ft.
Routing: All Lines. Insurance: 47c.
Est. 1904. Bank Reference: Kent State Bank.

Minnesota

Minneapolis:

Security Warehouse Company,
334 North First Street. Tel. Atlantic: 7121.
Inv. $750,000. Floor Space: 688,000 sq. ft.
Routing: All Lines. C. & N. W. Del. Insurance: 17c.
Est. 1883. Bank Reference: First National Bank.
(See St. Paul.)

St. Paul:

Security Warehouse Company,
404 Rosabel Street. Tel. Nestor: 1271.
Inv. $750,000. Floor Space: 688,000 sq. ft.
Routing: All Lines. C. & N. W. Del. Insurance: 17c.
Est. 1883. Bank Reference: First National Bank.
(See Minneapolis.)

Missouri

Kansas City:

Adams Transfer & Storage Company,
228 West 4th Street. Tel. Main: 0228.
Inv. $250,000. Floor Space: 100,000 sq. ft.
Routing: All Lines. Insurance: 24c.
Est. 1899. Bank Reference: Commerce Trust Company.

St. Louis:

The McPheeters' Warehouse Company,
1104 North Levee. Tel. Main: 5475.
Inv. $150,000. Floor Space: 79,200 sq. ft.
Routing: All Lines via Wiggins Ferry. Insurance: 23c.
Est. 1881. Bank Reference: First National Bank.

Nebraska

Omaha:

Bekins Omaha Van & Storage Company,
16th & Leavenworth Streets. Tel. Jackson: 4163.

Cap. $350,000. Floor Space: 241,560 sq. ft.
Routing: All Lines. Insurance: 14c.
Est. 1892. Bank Reference: First National Bank.

[fol. 779] New York

Albany:

Albany Terminal & Security Warehouse Co., Inc.,
1 Dean Street. Tel. Main: 8160.
Cap. $540,000. Floor Space: 500,000 sq. ft.
Routing: N. Y. Central & D. & H. Insurance: 30c.
Est. 1894. Bank Reference: First Trust Company.

Buffalo:

Buffalo Storage & Carting Company,
350 Seneca Street. Tel. Seneca: 3108.
Inv. $250,000. Floor Space: 117,000 sq. ft.
Routing: N. Y. Central. Insurance: $1.00.
Est. 1884. Bank Reference: Marine Trust Company.

Elmira:

A. C. Rice Storage Corporation,
607 Railroad Avenue. Tel. 4115.
Inv. $30,000. Floor Space: 30,000 sq. ft.
Routing: All Lines. Insurance: 50c.
Est. 1923. Bank Reference: Merchants National Bank.

New York:

The F. C. Linde Company,
Beach & Varick Streets. Tel. Walker: 8850.
Cap. $300,000. Floor Space: 360,000 sq. ft.
Routing: New York Central. Insurance: 19.1c.
Est. 1864. Bank Reference: National Park Bank.

Rochester:

Blanchard Storage Company, Inc.,
Broad Street at Oak. Tel. Main: 7021.
Inv. $500,000. Floor Space: 90,000 sq. ft.
Routing: All Lines. Insurance 30c.
Est. 1912. Bank Reference: National Bank of Rochester.

Syracuse:

Great Northern Warehouses, Inc.,
348 West Fayette Street. Tel. 2-1377.
Cap. $1,000,000. Floor Space: 125,000 sq. ft.
Routing: All Lines. Insurance: 15c.
Est. 1919. Bank Reference: City Bank Trust Company.

Utica:

Seneca Warehouse Company, Inc.,
106 Whitesboro Street. Tel. 4-7013.
Inv. $350,000. Floor Space: 125,000 sq. ft.
Routing: All Lines. Insurance: 25c.
Est. 1911. Bank reference: Oneida National.

North Carolina

Asheville:

Allport Storage Warehouse Company,
44 Valley Street. Tel. 114.
Inv. $350,000. Floor Space: 36,000 sq. ft.
Routing: Southern Railroad. Insurance: 58c.
Est. 1926. Bank Reference: Central Bank & Trust Company.

Charlotte:

Carolina Transfer & Storage Company,
1130 W. Morehead St. Tel. Hemlock: 608.
Cap. $60,000. Floor Space: 80,000 sq. ft.
Routing: All Lines. Insurance: 59c.
Est. 1919. Bank Reference: Charlotte National Bank.

Raleigh:

Carolina Storage & Distributing Company,
108 West Lane Street. Tel. 2141.
Cap. $15,000. Floor Space: 15,000 sq. ft.
Routing: All Lines. Insurance: $1.02.
Est. 1918. Bank Reference: Wachovia Bank and Trust Company.

Wilmington:

W. B. Thorpe & Company, Inc.,
Water and Ann Streets. Tel. 789.
Inv. $45,00. Floor Space: 13,000 sq. ft.
Routing: All Lines. Insurance: $1.23.
Est. 1915. Bank Reference: Murchison National.

[fol. 780] North Dakota

Fargo:

Union Transfer Company,
806 Northern Pacific Avenue. Tel. 413.
Inv. $125,000. Floor Space: 126,000 sq. ft.
Routing: All Lines. Insurance: 30c.
Est. 1906. Bank Reference: First National Bank.

Ohio

Cincinnati:

The Wallace Transfer & Forwarding Company,
222 East Front Street. Tel. Main: 45.
Cap. $15,000. Floor Space: 30,000 sq. ft.
Routing: via Penn. Railroad. Insurance: $1.34.
Est. 1906. Bank Reference: Central Trust Company.

Cleveland:

The General Storage Company,
Broadway & East 15th Street. Tel. Prospect: 4854.
Inv. $750,000. Floor Space: 300,000 sq. ft.
Routing: All Lines. Insurance: 57c.
Est. 1897. Bank Reference: The Cleveland Trust Company.

Columbus:

The Merchandise Storage Company,
29 Vine Street. Tel. Main: 3558.
Cap. $50,000. Floor Space: 105,000 sq. ft.
Routing: All Lines. Insurance: 76c.
Est. 1897. Bank Reference: City Trust and Saving Bank.

Dayton:

The Union Storage Company,
101 Bainbridge Street. Tel. Garfield: 1266.
Inv. $325,000. Floor Space: 132,000 sq. ft.
Routing: All Lines. Insurance: 29c.
Est. 1903. Bank Reference: Winters National Bank & Trust Company.

Toledo:

Depenthal Truck & Storage Company,
108 Summit Street. Tel. Adams: 1271.
Cap. $214,000. Floor Space. 44,000 sq. ft.
Routing: B. & O. Railroad. Insurance: 34c.
Est. 1908. Bank Reference: Toledo Trust Company.

Oklahoma

Oklahoma City:

O. K. Transfer & Storage Company,
531 West Main Street. Tel. Walnut: 4600.
Inv. $500,000. Floor Space: 90,000 sq. ft.
Routing: All Lines. Insurance: 25c.
Est. 1900. Bank Reference: Liberty National Bank.

Tulsa:

Tulsa Terminal Storage & Transfer Company,
8 No. Cheyenne St. Tel. 3-4046.
Inv. $350,000. Floor Space: 110,000 sq. ft.
R. R. Routing: All Lines. Insurance: 67c.
Est. 1918. Bank Reference: First National Bank.

Oregon

Portland:

Holman Transfer Company,
8 Front Street. Tel. Broadway: 0157.
Cap. $130,000. Floor Space: 50,000 sq. ft.
Routing: All Lines. Insurance: 65c.
Est. 1864. Bank Reference: Bank of California, N. A.

[fol. 781] Pennsylvania

Harrisburg:

Montgomery & Company,
25 South 10th Street. Tel. Bell: 8249.

Cap. $100,000. Floor Space: 50,000 sq. ft.
Routing: All Lines. Insurance: 92c.
Est. 1874. Bank Reference: Dauphin Deposit Trust Company.

Philadelphia:

Merchants Warehouse Company,
10 Chestnut Street. Tel. Bell-Lombard: 8070.
Cap. $1,000,000. Floor Space: 1,300,000 sq. ft.
Routing: All Lines. Insurance: Base 10c.
Est. 1886. Bank Reference: Fourth St. National Bank.

Scranton:

The Quackenbush Warehouse Company,
225 Vine Street. Tel. 6111.
Cap. $244,000. Floor Space: 197,000 sq. ft.
Routing: All Lines. Insurance: 45c.
Est. 1894. Bank Reference: First National Bank.

South Carolina

Charleston:

Charleston Warehouse & Forwarding Company,
16 Hasell Street. Tel. 790.
Inv. $300,000. Floor Space: 100,000 sq. ft.
Routing: All Lines. Insurance: 34c.
Est. 1914. Bank Reference: Peoples First National Bank.

Columbia:

Columbia Brokerage & Storage Company,
P. O. Box 989. Tel. 3397.
Inv. $300,000. Floor Space: 30,000 sq. ft.
Routing: All Lines. Insurance: $1.04.
Est. 1923. Bank Reference: South Carolina National Bank.

Tennessee

Chattanooga:

Chattanooga Warehouse & Cold Storage Company,
1240 Market Street. Tel. Main: 2741.
Cap. $50,000. Floor Space: $35,000 sq. ft.
Routing: All Lines. Insurance: 33c.
Est. 1912. Bank Reference: First National Bank.

Memphis:

Patterson Transfer Company,
24 North 2nd Street. Tel. 6-0989.
Cap. $250,000. Floor Space 40,000 sq. ft.
Routing: All Lines. Insurance: 17c.
Est. 1856. Bank Reference: Bank of Commerce and Trust Company.

Nashville:

E. M. Bond Storage Company,
1625 Broadway. Tel. 7-0025.
Cap. $150,000. Floor Space: 70,000 sq. ft.
Routing: All Lines. Insurance: 35c.
Est. 1903. Bank Reference: Fourth and First National Bank.

Texas

Dallas:

Dallas Transfer & Terminal Warehouse Company,
Santa Fe Building. Tel. 2-7111.
Cap. $200,000. Floor Space: 270,000 sq. ft.
Routing: All Lines. Insurance: 29c.
Est. 1876. Bank Reference: North Texas National Bank.

El Paso:

El Paso Fireproof Storage Company,
1125 Texas Street. Tel. M.: 2077.
Cap. $30,000. Floor Space: 60,000 sq. ft.
Routing: All Lines. Insurance: 31c.
Est. 1899. Bank Reference: El Paso National Bank.

[fol. 782] Galveston:

The Wiley & Nichols Company,
3501 Avenue E. Tel. 144-4753.
Cap. $40,000. Floor Space: 25,000 sq. ft.
Routing: All Lines. Insurance: 31c.
Est. 1899. Bank Reference: United States National.

Houston:

Texas Warehouse Company,
Baker & Cedar Streets. Tel. Preston: 0745.
Inv. $300,000. Floor Space: 125,000 sq. ft.
Routing: All Lines. Insurance: $1.00.
Est. 1900. Bank Reference: First National Bank.

Wichita Falls:

Tarry-Martin, Inc.,
1507 Lamar Street. Tel. 7517.
Cap. $10,000. Floor Space: 20,000 sq. ft.
Routing: All Lines. Insurance: $1.23½c.
Est. 1919. Bank Reference: Wichita State Bank and Trust Company.

Virginia

Lynchburg:

Lynchburg Storage Company,
1324 Commerce Street. Tel. 681.
Inv. $75,000. Floor Space: 43,000 sq. ft.
Routing: All Lines. Insurance: $1.00.
Est. 1905. Bank Reference: Lynchburg National Bank.

Petersburg:

American Bonded Warehouse, Inc.,
22 S. Market Street. Tel. 54.
Floor Space: 50,000 sq. ft.
Routing: All Lines. Insurance: 47c.
Est. 1919. Bank Reference: National Bank of Petersburg.

Washington

Seattle:

Eyres Storage & Distributing Company,
1st Ave. South & Walker Sts. Tel. Elliot: 0350.
Inv. $650,000. Floor Space: 160,000 sq. ft.
Routing: All Lines. Insurance: 15c.
Est. 1885. Bank Reference: First National Bank.

West Virginia

Huntington:

Maier Sales & Storage Company,
1639-7th Avenue. Tel. 26770.
Cap. $50,000. Floor Space: 44,000 sq. ft.
Routing: C. & O. R. R. Insurance: $1.80.
Est. 1920. Bank Reference: First Huntington National Bank.

Wheeling:

Union Warehouse & Storage Company,
Main, South & 16th Streets. Tel. 708.
Cap. $750,000. Floor Space: 150,000 sq. ft.
Routing: All Lines. Insurance: 18c.
Est. 1920. Bank Reference: Wheeling Bank & Trust Company.

Wisconsin

Milwaukee:

Hansen Storage Company,
120 Jefferson Street. Tel. Broadway: 5770.
Inv. $1,300,000. Floor Space: 500,000 sq. ft.
Routing: C. & N. W. R. R. Insurance: 23c.
Est. 1904. Bank Reference: First Wisconsin National Bank.

Canada

Winnipeg:

Tyson's Storage,
128 James Street. Tel. 21-440.
Inv. $5,000. Floor Space: 20,000 sq. ft.
Routing: All Lines. Insurance: 90c.
Est. 1926. Bank Reference: Canadian Bank of Commerce.

Vancouver:

The Vancouver Warehouse, Ltd.,
550 Beatty Street. Tel. Seymour: 967.
Cap. $100,000. Floor Space: 130,000 sq. ft.
Routing: All Lines. Insurance: 85c.
Est. 1894. Bank Reference: The Canadian Bank of Commerce.

[fol. 783] Officers and Directors

American Chain of Warehouses, Inc.

A. H. Greeley, Chairman, President General Storage Company, Cleveland, Ohio.

Edward Wuichet, President, President Union Storage Company, Dayton, Ohio.

S. M. Haslett, Vice-President, President Haslett Warehouse Co., San Francisco.

D. H. Van Name, Treasurer, Pres.-Treas. The F. C. Linde Co., New York, N. Y.

W. W. Morse, President Security Warehouse Co., Minneapolis, Minn.

John L. Newbold, President Merchants Transfer and Storage Co., Washington, D. C.

Joseph R. Behrens, Secy.-Treas. United Warehouse Co., New Orleans, La.

S. V. P. Quackenbush, Vice-Pres. Quackenbush Warehouse Co., Scranton, Pa.

O. V. Hukill, Eastern Representative, 260 West Broadway, Phone Walker 7195, New York City.

W. H. Eddy, Western Representative, 53 West Jackson Boulevard, Room 1010, Phone Harrison 1496, Chicago, Illinois.

[fol. 784] Complainant's Exhibit No. 5

I. C. C. Dockets 20968, etc.

List of Prominent Business Concerns That Use Merchandise Warehouse Distribution Service and are Afforded That Service by the Merchants Warehouse Company at Philadelphia, Pa.

Name of concern	Point of Shipment	Commodity
Morton Salt Company	Port Huron, Mich.	Salt.
Worcester Salt Company	Silver Springs N. Y. and Ecorse, Mich.	Salt.
Vacuum Oil Company	Bayonne, N. J.	Oils.
Williamsport Wire Rope Co.	Williamsport, Pa.	Wire.
Rossville Company	Shelbyville, Ind.	Alcohol.
Sterling Products Co.	Cambridge, Mass.	Soap.
Fort Pitt Bedding Co.	Pittsburgh, Penna.	Mattresses.
Cudahy Packing Company	Chicago, Ill.	Soap.
O'Sullivan Rubber Co.	New York, N. Y.	Rubber Products.
John B. Astell & Co.	Reading, Pa., Pittsburgh, Pa. & Allenport, Pa.	Boiler Tubes.

Name of concern	Point of shipment	Commodity
Climalene Company	Canton, Ohio	Cleansers.
Campbell Soup Company	Camden, N. J	Canned Soups.
Certain-Teed Products Co	Philadelphia, Pa	Floor Coverings.
Richardson & Boynton Co	Dover, N. J	Heaters.
L. H. Parke Company	Import thru New York	Coffees.
The Daily News Company	E. Millinocket, Me	Newsprint.
Eppens-Smith & Company	Santos, Brazil	Coffees.
H. G. Hanline Company	Cleveland, Ohio, and Newburgh, N. Y	Steel Strapping.
Fairbanks Morse Company	Chicago, Ill	Scales.
Perfection Stove Company	Cleveland, Ohio	Oil Stoves.
Hygienic Products Co	New York, N. Y	"Sani-Flush."
[fol. 785] J. B. Ford Company	Wyandotte, Mich	Soda Ash.
Bon Ami Company	Manchester, Conn	Soap Products.
Sherwin Williams Co	Cleveland, Ohio	Paints.
Quaker Oats Company	Buffalo, N. Y. and St. Louis, Mo	Cereals.

[fol. 786] COM. EX. #6

Harvey C. Miller, President. Samuel Bell, Jr., Vice-President. George M. Richardson, Gen'l Supt. & Treasurer. S. Townsend Zook, Secretary

Merchants' Warehouse Company

General Office: 10 Chestnut St., Philadelphia

Warehouses: Delaware Ave. and Chestnut St., Delaware Ave. and Walnut St., Carpenter and Fifteenth Sts., 1035-1075 N. Delaware Ave., Chestnut and Thirty-first Sts., Front and Berks Sts., Delaware Ave. and Federal St., Front and Bainbridge Sts., Front and Kenilworth Sts., Delaware Ave. and Kenilworth St.

June 16th, 1928.

Chicago Jewelers Tool Works, 10 South Wabash Avenue, Chicago, Ill.

Attention of Wm. S. Reid

GENTLEMEN: Replying to your inquiry of June 14th, which obviously is very much appreciated, we will be very glad indeed to provide accommodations for carload shipments of your machinery packed in crates of the weight and dimensions designated, basis of the following rates:

(a) A storage charge of 40¢ per crate will be assessed to cover each period of 30 days or any fraction thereof.

If you will bill your shipments for delivery to us via the Pennsylvania Railroad, the cars will be placed on our sidings without your incurring any additional expense in the nature of drayage, switching or handling charges.

Under Pennsylvania Railroad tariffs now in effect, carload shipments properly billed for delivery to us are entitled to 48 hours free storage not including day of arrival, Sundays or legal holidays. Therefore any portion of your carload shipments delivered within the free period would be handled by us without expense to you.

Respecting proper notice to your customers, details of this character we feel absolutely sure of our ability to please you and will of course carefully carry into effect any instructions we may receive from you.

Again thanking you for the inquiry and trusting you will be able to favor us with your business, we remain,

Very truly yours, Merchants Warehouse Company,
by George M. Richardson.

GMR-S.

[fol. 787] [Letterhead of Merchants Warehouse Company]

June 20, 1928.

Alcazar Range & Heater Co., Cleveland Ave. First to Fourth Aves., Milwaukee, Wis.

GENTLEMEN: Replying to your esteemed favor of the 16th, asking for storage, handling and cartage rates on your stoves weighing from 200 to 400 lbs. and measuring approximately 55 x 32 x 54 inches, we are pleased to advise as follows:

Assuming that there would be various sizes and styles of stoves to be handled, and that the average size would be the 55 x 32 x 54 size, our storage rate would be $1.00 per stove for each period of 30 days or fraction thereof.

Our labor (handling) rate would be 25¢ per stove. This would include service of unloading car, placing in storage and delivering either to car or tailboard of truck, making out bills of lading and addressing for shipment.

Our warehouse is served by the Pennsylvania Railroad, enabling us to receive carload lots over that road without cartage, and to ship either in carload or L. C. L. lots to any point reached by the Penna. Railroad, without cartage or extra costs to you.

As to cartage rates we need some additional information as to cartage service you would require. As stated above cartage would be unnecessary on shipments over the Penna. Railroad. Shipments over other Railroads and S. S. Lines would have to be carted from warehouse to freight stations. Do you require store-door delivery all over the city? How many stoves would constitute your average delivery? Are stoves delivered to dealers stores or do they have to be placed in residences?

On receipt of the above information we will be pleased to work out a cartage rate for you.

Trusting that the above will be of service to you, and that if you decide to use warehouse service that we may be favored with your business.

Yours very truly, Merchants Warehouse Co., by F. I Godley.

[fol. 788] [Letterhead of Merchants Warehouse Company]

June 22, 1928.

George Steere & Sons, 434 S. Dearborn St., Chicago, Ill.

GENTLEMEN: Replying to your esteemed favor of the 19th, as to storage rates on your Elec. Signs measuring 30" x 6" x 10", weight about 20 lbs., only one size sign to be shipped in a carload, we are pleased to quote you as follows:

Storage, 1½¢ per crate each period of 30 days or fraction thereof.

Labor, 1½¢ per crate (covers unloading car, placing in storage, and delivering either to car or tailboard of truck).

There would be no charge on orders filed with us before the car is unloaded, and hauled by your customers within 48 hours after the arrival of the car. If not hauled within 48 hours the regular storage and labor rates would apply.

Our warehouse is served by the Pennsylvania Railroad, enabling us to receive carload lots without cartage or switching expense and to make either carload or L. C. L. shipments without cartage or handling expense.

We would store your signs in our River Front Stores, which is very centrally located on Delaware Ave. between Chestnut & Walnut Sts., is of steel and concrete construction, and enjoys a very low fire insurance rate. The person-el of this warehouse is very well trained in handling business such as yours and we feel sure that we can give you a service that will please you.

Thanking you for the inquiry and trusting that we may have the pleasure of serving you.

Yours very truly, Merchants Warehouse Co., by F. I. Godley.

[fol. 789] [Letterhead of Merchants Warehouse Company]

May 17, 1928.

Mr. Calvin E. Ahlum, 913 Hamilton St., Allentown, Pa.

DEAR SIR: Replying to yours esteemed favor of the 15th, as to storing and distributing your Corn Sugar in carload lots of about 600 bags each, presuming that the bags weigh approximately 100 lbs., we are pleased to submit to you the following schedule of rates.

Storage—3¢ per bag per month or fraction thereof.

Labor—2¢ per bag.

Cartage, store-door deliveries:

Zone 1—Bounded on North by Diamond St., on the West by Broad St. and on the South by Washington Ave., 12¢ per 100 lbs., minimum charge 50¢.

Zone 2—Bounded on the North by Allegheny Ave., on the West by 35th St. and on the South by Snyder Ave., 18¢ per 100 lbs. Minimum 50¢.

Zone 3—Bounded on North by City Line, on the West by 63rd St. and on the South by the Delaware River, also entire city of Camden, N. J. 25¢ per 100 lbs. Minimum charge 50¢.

Zone 4—Suburban territory covered by enclosed list of towns, 35¢ per 100 lbs. Minimum charge 50¢.

If deliveries are to be made immediately upon receipt of car, our charge would be 1¢ per bag. However we must be advised of such deliveries before the car is unloaded and goods placed in storage, otherwise the full mont- storage and labor charge will be assessed.

Cars should be consigned to yourself % Merchants Warehouse Co., River Front Stores, Phila. Penna. R. R. Dely.

We operate daily ferry cars over the Penna. Railroad and can ship L. C. L. lots to any point served by that Road without cartage or other costs.

Thanking you for your inquiry, and trusting that we may have the pleasure of serving you.

Yours very truly, Merchants Warehouse Co., by F. I. Godley.

[fol. 790] [Letterhead of Merchants' Warehouse Company]

May 4th, 1928.

Kurtz Brothers, Inc., Union Street, First & Second Ave., Bethlehem, Pa.

Attention of Chas. F. Kurtz, President

GENTLEMEN: Replying to your letter of May 1st, will advise, that we will be very glad indeed to provide accommodations for carload shipments of your furniture and render all service incident to the work of unloading cars, warehousing and carrying carefully into effect, your orders covering disposition, basis of the following schedule of charges:

(a) A handling charge of 15¢ per 100# will be assessed to cover work of unloading cars, checking and providing all service incident to making deliveries over our platforms within 48 hours not including day of arrival, Sundays or legal holidays.

(b) A storage charge of 15¢ per 100# will be assessed to cover periods of 30 days or any fraction thereof, following free storage period, designated in Section "A".

(c) A drayage charge of 25¢ per 100# will be assessed to cover service of making store-door delivery to any address in Philadelphia, with the understanding that a minimum of $1.00 per delivery will apply.

The warehouse we would recommend, would be our Federal Stores, a property which is the last word in concrete and steel construction and a fully sprinklered risk, where

we are especially well equipped to render service that we feel sure will please you.

Again thanking you for your inquiry and awaiting what we trust will prove to be a favorable acknowledgment, we remain,

Very truly yours, Merchants' Warehouse Company,
by George M. Richardson.

GMR-C.

[fol. 791] [Letterhead of Merchants' Warehouse Company]

April 30th, 1928.

Bethlehem Wood Products Co., Bethlehem, Pa.

Attention of C. I. Lattig, General Manager

GENTLEMEN: Referring to your letter of April 25th, will advise, that we will be very glad indeed to provide accommodations for carload shipments of your furniture, and render all service incident to the work of unloading cars warehousing and carfully carrying into effect, your orders covering disposition, basis of the following schedule of charges:

(a) A handling charge of 15¢ per 100# will be assessed to cover work of unloading cars, checking and providing all service incident to making deliveries over our platforms within 48 hours not including day of arrival, Sundays or legal holidays.

(b) A storage charge of 15¢ per 100# will be assessed to cover periods of 30 days or any fraction thereof, following free storage period designated in Section A.

(c) A drayage charge of 25¢ per 100# will be assessed to cover service of making store-door delivery to any address in Philadelphia, with the understanding that a minimum of $1.00 per delivery will apply.

The warehouse we would recommend, would be our Federal Stores, a property which is the last word in concrete and steel construction and a fully sprinklered risk, where we are especially well equipped to render service that we feel sure will please you.

Again thanking you for your inquiry and awaiting what we trust will prove to be a favorable acknowledgment, we remain,

Very truly yours, Merchants' Warehouse Company, by George M. Richardson.

GMR-C.

[fol. 792] [Letterhead of Merchants' Warehouse Company]

May 18, 1928.

Hunter Fan & Motor Co., 800 N. Del. Ave., Phila., Pa.

GENTLEMEN: Replying to your esteemed favor of the 16th, as to storage and distribution rates on your Electric Fans, weighing from 10 to 50 lbs., there being fifteen different sizes, we are pleased to quote you as follows:

Storage: 4¢ per case per month or fraction thereof.
Labor: 2¢ " "

The above rates cover services of unloading car, placing in storage deliveries to tail board of truck, making out bills of lading and addressing for shipment.

We have excellent facilities for handling your business, our warehouse is centrally located on Delaware Ave. between Chestnut & Walnut St. and is served by the Pennsylvania Railroad. We operate daily ferry cars over the Penna. Railroad enabling us to make LCL shipments over that Road, without cartage or handling costs to you.

Thanking you for your inquiry and trusting that we may have the pleasure of serving you.

Yours very truly, Merchants Warehouse Co., by F. I. Godley.

[fol. 793]

COMPLAINANTS EXHIBIT No. 7

I. C. C. Docket No. 20968, etc.

Witness: Mr. Fell

Allowances Given by the Pennsylvania Railroad Company to the Merchants Warehouse Company, Inc.

Name or location of warehouse Philadelphia, Pa.:	Class of freight	Rate of allowance
River Front Stores, Webb Warehouse, 15th and Carpenter Sts., Franklin Stores	Flour in barrels, 50,000 barrels or less handled in one month	3½ cents per bbl.
	Flour in barrels over 50,000 barrels handled in one month	2½ cents per bbl.
	Flour other than in barrels and all other merchandise	50 cents per 2000 lbs.
Kensington Stores, 31st and Chestnut, Shackamaxon Stores, Federal Stores	All freight	50 cent per 2000 lbs.
Bainbridge Stores, Kenilworth Stores	Flour in barrels, 50,000 barrels or less handled in one month	3½ cents per bbl.
	Flour in barrels over 50,000 barrels or less in one month	2½ cents per bbl.
	Flour, other than in barrels and all other merchandise	35 cents per 2000 lbs.

Allowances Given by the Pennsylvania Railroad Company to the Quaker City Cold Storage Co., on Inbound Freight

Location of warehouse	Class of freight	Rate of allowance
Delaware Ave. and Spruce St	Butter, Cheese, Eggs and Dressed Poultry	50 cents per 2000 lbs.

Source of information: Penna. R. R. Co. tariff GO-I. C. C. No. 14400.

[fol. 794] EXHIBIT No. 10

Industrial Cold Storage and Warehouse Co., American and Berks St., Philadelphia, Pa.,

Located on Philadelphia & Reading Terminal, connecting with all Refrigerator Lines. Bill all shipments our care, "Philadelphia & Reading Ry. Delivery." No switching charges. Unequaled facilities for the handling of and caring for Poultry, Butter and Eggs. Liberal advances. Rates consistent with the efficiency of "The House of Service."

[fol. 795] COMPLAINANTS' EXHIBIT No. 11

Quaker City Cold Storage Company

Executive Offices: 211 Callowhill Street, Philadelphia, Pa.

Ice Pipe Line Refrigeration. Connections with all Railroads

Warehouses: 211 Callowhill Street, Delaware Ave. & Spruce St., Delaware Ave. & Snyder Ave.

Address reply to Delaware Ave. & Spruce St.

June 13, 1928.

Milk Products Sales Co., Engineers Bldg., Cleveland, Ohio.

Attention Mr. H. E. Case

GENTLEMEN: In reply to yours of the 11th instant referring to storing twenty to thirty cars of condensed milk in Philadelphia, we wish to advise you that we would be very glad to handle this busines for you.

We do not have space available at our Spruce St. warehouse for this commodity, our new building here of approximately two million cubic feet will not be completed until the fall. We can however give you the necessary accommodations at our Delaware & Snyder Avenues' warehouse which is Baltimore & Ohio and Reading delivery.

Our rates for the storing of your condensed milk would be the same as last season. With reference to the cars

which would be distributed immediately on arrival, we will give you forty-eight hours' time for distribution without charge.

Trusting we may be favored with your business, we remain,

Yours very truly, Quaker City Cold Storage Company, John F. Lang, Jr., John F. Lang, Jr., Asst. Treas.

J. F. L./H.

[fol. 796] COMPLAINANTS' EXHIBIT No. 12

I. C. C. Dockets 20968, etc.

Excerpts from "Distribution and Warehousing" Issue of January, 1928

Published by Distribution and Warehousing Publications, Inc., 243-249 West 39th Street, New York, N. Y.

(Page 430:)

Merchants Warehouse Co.* 10 Chestnut St. Pres. & Oper. Exec. Harvey C. Miller, Sec. S. Townsend Zook, Gen. Mgr. & Treas., George M. Richardson, Est. 1886. Inc. Investment $1,000,000. Whses. (all Mdse.): River Front Stores, 600,000 Sq. ft. brick & steel, sprinklered. Bainbridge Stores, 170,000 sq. ft., brick & steel, sprinklered. Shackamaxon Stores 100,000 sq. ft., brick & steel, sprinklered. Federal Stores, 136,000 sq. ft., concrete & steel, sprinklered. Carpenter St. 60,000 sq. ft. 31st & Chestnut Sts., 50,000 sq. ft., brick. Kensington St., 15,000 sq. ft. brick. 2016 Washington Ave., 43,000 sq. ft., brick. Kenilworth Stores, 120,000 sq. ft., brick, sprinklered. Franklin Stores, 31,000 sq. ft., concrete and steel sprinklered. Each warehouse has priv. siding, PRR. Dist. Mdse. & Hhg. pool cars. City & interurban delivery of Mdse. Transfers Hhg. Team service. MbACW. Assoc.: AWAm PSWA (Co. is identified with Philadelphia Tidewater Terminal, which see).

(Page 430:)

Pennsylvania Warehousing & Safe Deposit Co.* 113 So. 3rd St. Pres., George H. Earle, Jr. Sec., E. W. Oescher.

Treas., E. W. Oescher. V. P. & Oper. Exec., Ralph Earle. Est. 1872. Inc. Investment $2,500,000. U. S. C. B. Whses. (Mdse.) 400-404 So. Delaware Ave., 48,800 sq. ft., con-
[fol. 797] crete, sprinklered. (Mdse.) 406-410 So. Delaware Ave., 55,200 sq. ft., slow-burning construction, sprinklered. (Mdse.) 412-418 So. Delaware Ave., 100,000 sq. ft., concrete, sprinklered. (Mdse.) 420-426 So. Delaware Ave., 43,000 sq. ft., slow-burning construction. (Mdse.) 404-412 So. Water St., 92,400 sq. ft., concrete, thermostat sprinklered. (Mdse.) 415-419 So. Front St., 96,000 sq. ft., slow-burning construction, sprinklered. (Mdse.) 778-786 So. Delaware Ave., 77,000 sq. ft., slow-burning construction. (Mdse.) 738-748 So. Delaware Ave., 21,150 sq. ft., slow-burning construction. (Mdse.) 743-753 So. Swanson St., 26,000 sq. ft., slow-burning construction. (Mdse.) Swanson, Clymer & Fitzwater Sts., 18,000 sq. ft., concrete. (Mdse.) Delaware Ave. & Poplar St., 64,000 sq. ft., concrete, sprinklered. (Mdse.) 216-222 No. 23d St., 44,000 sq. ft., slow-burning construction. Harlan Bldg. (Mdse.) rear 216-222 No. 23d St., 7,500 sq. ft., concrete. (Mdse.) 224-228 N. 23d St., 118,000 sq. ft., slow-burning construction, sprinklered. (Mdse.) 16th & Callowhill Sts., 178,000 sq. ft., slow-burning construction, sprinklered. (Mdse.) Richmond & Cambria Sts., 54,000 sq. ft., slow-burning construction, sprinklered. (51,000 sq. ft. leased to tenants.) Dist. Mdse. pool cars. City & interurban delivery of Mdse. Motor truck service. Assoc.: AWAm.

(Page 430:)

Philadelphia Warehousing & Cold Storage Co., Delaware Ave. & Noble St. Pres. & Oper. Exec., J. A. Geisz, Sec. & Treas., W. F. Seese. Est. 1891. Inc. Whses.: (CS.) "A" "B" & "C", totaling 2,230,000 cu. ft.: priv. siding, Reading. Food products. Assoc.: AWAm-cs-PSWA.

[fol. 798] (Page 432:)

Quaker City Cold Storage Co. 211 Callowhill St. Pres., Horace P. Serrill. V. P., James S. Gradwell, Sec. & Treas., Edward T. Davis, Jr. Asst. Treas., L. M. Stackhouse and J. F. Lang, Jr. Est. 1905. Inc. Investment $5,000,000. Whses.: (CS.) 211 Callowhill St., 1,000,000 cu. ft. brick. (CS.) Delaware Ave. & Spruce St., 1,300,000 cu.

ft., brick priv. siding, Penna. RR., connecting with all RRs. through belt line. (CS.) Delaware Ave. & Snyder Ave., 1,400,000 cu. ft., concrete, fireproof, sprinklered; priv. siding, B. & O. & Reading R. R. Terminal. Assoc.: AWAcs & PSWA.

[fol. 799] COMPLAINANTS EXHIBIT No. 3

I. C. C. Dockets 20968, etc.

Complainants Warehouses

Excerpts from "Distribution and Warehousing" Issue of January, 1928

Published by Distribution and Warehousing Publications, Inc., 243-249 West 39th Street, New York, N. Y.

(Page 426:)

Bailey Warehouse Co., Delaware Ave. & South St. Owner, Walter A. Bailey, Est. 1918. Investment $2,000,000. U. S. C. B. P. B. Whse: (Mdse.) above address, concrete & slow-burning, sprinklered; priv. siding, P. R. R.-Reading-B. & O. Consign C. L. shipments to priv. siding, Mdse. pool cars. City & interurban delivery of Mdse. Motor truck service.

(Page 429:)

Gallagher's Warehouses 50 So. 3rd St. Pres., James Gallagher. Sec. & Treas., James Gallagher, Jr. Mgr. & Oper. Exec., Walter J. Merry. Est. 1860. U. S. C. B. Whses: (Mdse.) Almond St. Whse., 708-20 So. Delaware Ave., 75,000 sq. ft., slow-burning; priv. sidings, P. R. R.-Readings. (Mdse.) Swanson Whse., 810-24 So. Swanson St., 65,000 sq. ft., slow-burning; priv. siding, P. R. R. (Mdse.) Water St. Stores, 736-48 So. Swanson St., 50,000 sq. ft., slow-burning; priv. siding, P. R. R. Dist. Mdse. pool cars. City & interurban delivery of Mdse. Motor truck & team service.

(Page 429:)

Industrial Cold Storage & Warehouse Co. 1905 No. American St. Pres., Henry Rosenthal. Sec., C. J. Fritz.

[fol. 800] Treas., Robert Beatty, Jr. Mgr. & Oper. Exec., J. A. Mooney. Est. 1905. Inc. Investment $1,035,000. Whse: (C. S.) 166,650 sq. ft., slow-burning; priv. siding, Reading. Assoc: AWAcs AIR PSWA.

(Page 430:)

Northeastern Warehouse Co.* Sedgley & Erie Aves., Pres., Carl Grubnau. Sec. & Treas., Malpass Grubnau. Supt., Blair R. Miller. Est. 1902. Inc. Investment $400,000. U. S. C. B. Whses: (Mdse.) A, B, C, D, E, above address, totaling 175,000 sq. ft. (5,700 sq. ft. leased to tenants), slow-burning mill construction, sprinklered; priv. sidings, P. R. R.-Reading. Bonded & free stores, also special section for hazardous goods. Consign all shipments to No. Penn. Jct., via P. R. R.-Erie Ave. station, Reading Co. Dist. Mdse. pool cars. City & interurban delivery of Mdse.

(Page 432:)

Rex & Co., Inc.* American & York St. Pres., John B. S. Rex, Sec., Frank E. Klinger. Treas., Philip C. Shaffer, Jr. Est. 1892. Inc. Investment $650,000. U. S. C. B. U. S. I. R. B. Whses: A, P, B, C, D, E, F, G, (Mdse.) totaling 199,690 sq. ft., standard concrete, sprinklered. Each has priv. siding. Consign CL shipments to 2nd & Lehigh Ave. station, P. & R. Dist. Mdse. pool cars. City & interurban delivery of Mdse. Assoc. AWAm PSWA.

(Page 432:)

Terminal Warehouse Co.* Delaware & Fairmont Aves. Pres. Thos. D. Sullivan. V. P. & Oper. Exec. E. V. D. Sullivan. Sec. & Treas., M. B. MacHugh. Est. 1904. Inc. [fol. 801] Investment $500,000. U. S. C. B. U. S. I. R. B. Whses: (Mdse.) above address; 95,000 sq. ft., mill construction; priv. siding P. & R. (Mdse.) Front & Brown Sts., 270,000 sq. ft., reinforced concrete, sprinklered; priv. siding, P. & R. (Mdse.) Delaware Ave. & Spring Garden St., 220,000 sq. ft., slow-burning; priv. siding P. & R. (Mdse.) Front & Race Sts., 165,000 sq. ft., slow-burning. (Mdse.) Delaware Ave. & Poplar St., 125,000 sq. ft., reinforced concrete, sprinklered; priv. siding P. & R. (Mdse. Leased) 31st & Dauphin, 43,000 sq. ft., mill construction. (Mdse.) 12th

& Noble Sts., 65,000 sq. ft., mill construction; priv. siding, Reading. (H. H. G.) 15th & Columbia Ave., 65,000 sq. ft., slow-burning. (Mdse.) Piers 35½ & 36, 115,000 sq. ft., steel frame; priv. siding P. & R. (Mdse.) 16th & Callowhill Sts., 120,000 sq. ft., fireproof. (Mdse.) 25th & Locust Sts., 120,000 sq. ft., fireproof; priv. siding, B. & O. (145,103 sq. ft. leased to tenants.) Consign all shipments to Willow & Noble Sts. Station, Reading-Shackamaxon Station, P. R. R. Dist. Mdse. & Hhg pool cars. City & interurban delivery of Mdse. Transfers Hhg. Motor truck & electric truck service. MbDSInc. Assoc: AWAm NFWA PSWA PFWA.

(Here follow Exhibits Nos. 14, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, side folios 802-813)

12 Warehouses : 34 Acres of Floor Space Sea and Rail

Trackage Facilities for 71 Cars Reading R. R. Penn. R. R.

Merchandise —— Storage —— Distribution

Complete Separate Facilities for Handling Household Goods Shipments

LOCATION—On river front—Heart of jobbing district—Adjacent to navigation lines—Surrounding streets, wide and well paved, eliminate vehicular congestion.

EQUIPMENT—Thoroughly modern—Low insurance—High speed elevators—Ample delivery platforms—Fleet of motor trucks—Completely equipped pool car department.

FACILITIES—Direct track connection with Penn. R. R. and Reading R. R. permitting daily ferry or trap car service—No cartage expense on L. C. L. shipments.

PERSONNEL—Trained to intelligently handle all merchandise.

TERMINAL WAREHOUSE COMPANY

DELAWARE AVE. and FAIRMOUNT

Members—A. W. A. Distribution Service, Inc., N. F. W. A., Pa. F. W. A.

REPRESENTED BY

DISTRIBUTION SERVICE, INC.

The Association of Good Warehouses Limited to Strategic Distribution Centers

WHEN WRITING ADVERTISERS MENTION DISTRIBUTION AND WAREHOUSING

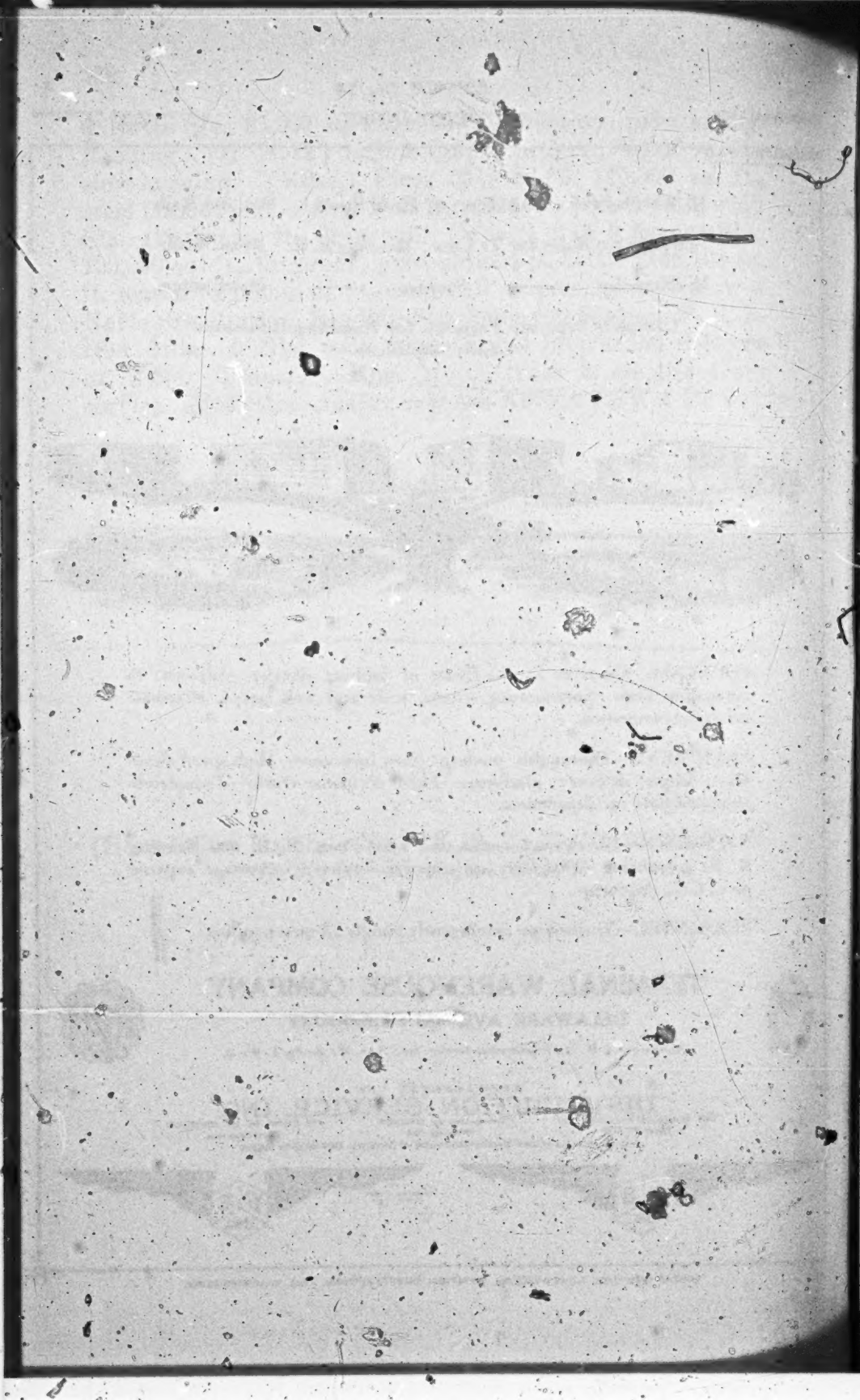


EXHIBIT No. 19

NEW YORK CHICAGO SEATTLE

CARNATION MILK PRODUCTS CO.

MANUFACTURERS OF

CARNATION MILK

71 HUDSON STREET,

NEW YORK

CABLE ADDRESS CARNATION

CODES ABC 5TH EDITION A B C 6TH EDITION WESTERN UNION BENTLEY

IN REPLY PLEASE REFER TO

August 4, 1926.

Mr. E. V. D. Sullivan,
Terminal Warehouse Company,
Philadelphia, Penna.

Dear Sir:

You will probably recall our conversation a year or so ago in connection with allowance to railroad owned or railroad controlled warehouses at Philadelphia, which subject, we understand, was up before the Interstate Commerce Commission for decision.

At that particular time, if the writer remembers correctly, you informed us that you expected a decision to be reached at an early date and it was your opinion that the I. C. C. would abolish this free allowance to these particular warehouses in Philadelphia. Can you furnish us with any information in connection with the decision of the I. C. C. in this case and if there was a decision rendered.

Our Philadelphia representatives bring the question up at this time in connection with pool car arrangements available at Penn State Warehouse and Merchants Warehouse.

We will be glad to hear from you at your convenience in connection with the above.

Yours very truly,

CARNATION MILK PRODUCTS CO.

Asst. Traffic Manager.

PJW P

803

EXHIBIT No. 20

CHICAGO

CARNATION MILK PRODUCTS CO.

MANUFACTURERS OF

CARNATION MILK

71 HUDSON STREET

NEW YORK

August 19, 1926.

In Reply Please Refer To

Mr. E. V. Sullivan,
Terminal Warehouse Company,
Philadelphia, Penna.

Dear Mr. Sullivan:

Wish to thank you for yours of August 12th in connection with terminal allowance situation at Philadelphia.

The writer was in hopes that some decision would be reached before this, but inasmuch as you have the question up with the I. C. C. and feel that definite decision will be made not later than September fifteenth, we will be very glad to grant an extension until the above date. We will appreciate your advising us as promptly as possible after the commission renders its decision.

We sincerely hope that the Commission's decision will be in favor of eliminating the terminal allowance at railroad controlled warehouses in Philadelphia, thereby placing all public warehouses on a parity.w

Yours very truly,

CARNATION MILK PRODUCTS CO.

Asst. Traffic Manager.

PJH P

804

EXHIBIT No. 21

CORN PRODUCTS REFINING COMPANY

WHITEHALL BUILDING
17 BATTERY PLACE

NEW YORK

WAREHOUSE DEPARTMENT

May 16, 1928

Mr. E.V.D. Sullivan, Vice-Pres.,
Terminal Warehouse Company,
Delaware & Fairmount Avenues,
Philadelphia, Pa.

Dear Sir:

We are addressing you to find out if there is any way possible that you might overcome the labor charge at your warehouse, in order that you might be on the same basis with the railroad warehouses.

Of course we know that this situation has prevailed in Philadelphia for a great many years, but so far as we know the non-railroad warehouses have not been able to eliminate the labor charge which would put them on the same basis as their competitors.

In reply, you might advise us as to what you think the possibility of these railroad warehouses ever coming to the same basis as the regular public warehouses.

Yours very truly,

CORN PRODUCTS REFINING COMPANY

MANAGER WAREHOUSE DEPARTMENT

LEP/

EXHIBIT No. 22

SEE ... F THE PERFECT FLOUR

BRANCH OFFICE
Philadelphia National Bank Building
421 Chestnut Street
PHILADELPHIA, PA.

June 15, 1928.

Terminal Warehouse Co.,
Delaware & Fairmount Aves.,
Philadelphia, Pa.

Gentlemen:-

Until such time that you can extend free handling to us on that portion of the car that is delivered within 48 hours of the receipt of car at your warehouse, we will be unable to give you any consideration for Philadelphia distribution.

Yours very truly,

THE NORTHWESTERN CONSOLIDATED MILLING CO.,

DWM/D D. W. M.

EXHIBIT No. 23

WM. WRIGLEY JR. COMPANY

CHEWING GUM MANUFACTURERS

RECEIVED

JAN 27 1928

PHILADELPHIA, PA. January 26th, 1928.

800 NORTH DELAWARE AVENUE

Terminal Warehouse Co.,
Delaware & Fairmount Ave.,
Philadelphia, Pa.

Gentlemen:

Under our agreement with your Company we pay you for the unloading of our cars.

If we were distributing through the Merchants Warehouse this unloading service would be performed free of charge by reason of an arrangement which they have with the Pennsylvania Railroad, whereby the Railroad Company pays the Warehouse Company for this service.

Inasmuch as we receive a considerable number of carloads per annum, the lack of this free service from your Company costs us hundreds of dollars per year.

The purpose of this letter is to inquire whether or not your Company could effect a similar arrangement with the Pennsylvania Railroad and thus eliminate this discrimination, as undoubtedly our competitors are distributing more economically than we are by using the services of the Merchants Warehouse.

Please let us hear from you at your earliest convenience.

Very truly yours,

WM. WRIGLEY JR. COMPANY.

WS:L

Wm. Seatchard

MANAGER.

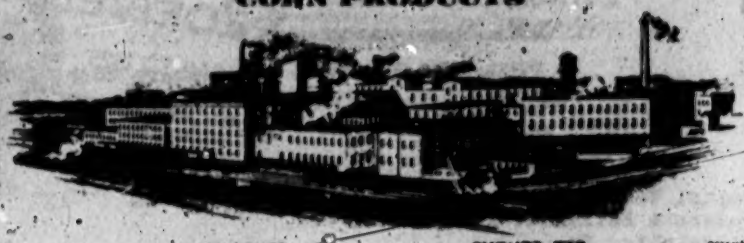
807

EXHIBIT No. 24

THE J. C. HUBINGER BROS. CO.

MANUFACTURERS OF

CORN PRODUCTS



NEW HAVEN
CHICAGO
NEW YORK
BOSTON
PITTSBURG
PHILADELPHIA
BALTIMORE
ST. LOUIS

MILWAUKEE
MINNEAPOLIS
TACOMA
SEATTLE
SALT LAKE CITY
SPOKANE
PORTLAND, OREGON
SAN FRANCISCO

STARCHES

ELASTIC
TIGER GLOSS
RAINBOW
PEARL

POPS CORN
THIN BOILING
CONFECTIONER'S
POWDERED

SYRUPS, ETC.

CORN SUGAR
CORN OIL
GLUTEN FEED

CORN OIL CAKE
DEXTRINE

OMAHA
KANSAS CITY
LOS ANGELES
DES MOINES
DENVER
NEW ORLEANS
DALLAS
SAN ANTONIO

KEOKUK, IOWA.

"THAT'S WHERE THE TALL CORN GROWS"

Oct. 15, 1925.

Terminal Warehouse Co.,
Philadelphia, Pa.

QUOTATIONS SUBJECT TO CHANGE WITHOUT NOTICE. ALL AGREEMENTS AND CONTRACTS ARE EXPRESSLY SUBJECT TO WRITTEN APPROVAL OF THE PRESIDENT OR SECRETARY OF THIS CORPORATION AND CONTINGENT UPON STRIKES, ACCIDENTS, DELAYS OF CARRIERS UNAVOIDABLE OR BEYOND OUR CONTROL.

Gentlemen:

We have your favor of the 8th at hand in which you called our attention to a copy of letter which you forwarded to the New York office and in reply to same, beg to advise that we have arranged to send any future cars going to Philadelphia to another warehouse for the reason that we have been able to secure a better rate for storage and we are promised the same prompt attention by this other warehouse that we have received from you.

Your services which you have rendered toward this company in regard to handling our account, has been very good and as stated above, the only reason that we considered making a change was because of our being able to secure the same kind of service at a cheaper storage rate.

Again thanking you for the courteous treatment that you have rendered us in the past, we remain,

Very truly yours,

THE J.C.HUBINGER BROS. CO.

RJP:B

BY: R. J. Pemberton
(R.J.)

808

EXHIBIT No. 25

A. E. TURNER & COMPANY

135 SOUTH SECOND STREET

PHILADELPHIA

February 10, 1928.

Terminal Warehouse Company,
Delaware Ave. and Brown St.,
Philadelphia, Penna.

ATTENTION: Mr. W. J. McLaughlin.

Dear Mr. McLaughlin:

We have just had to wire our shipper to change the destination on a car of canned goods owing to the fact that you cannot extend to us the forty-eight hours free storage, so that we can make some deliveries.

We would like very much to favor you with at least a portion of our business, if not a great deal of it, but you can appreciate we cannot afford to do so under the circumstances. The shipments that come forward to us are all pool cars, some of the buyers take immediate delivery of their merchandise, others permit it to remain on storage. Those taking delivery naturally will not pay any charges at your warehouse that they do not have to pay at other Terminals in the city.

A few of our up-town buyers have expressed preference for delivery at your warehouse, but this is impossible under the present conditions.

Very truly yours,

A. E. TURNER AND COMPANY.

AET.H

809

EXHIBIT No. 26

THE J. C. HUBINGER BROS. CO.

MANUFACTURERS OF

PURE CORN PRODUCTS

ESTABLISHED 1854

ELASTIC STARCH
POP'S CORN STARCH
TIGER GLOSS STARCH
ALL GRADES MILL STARCH

GENERAL OFFICES AND PLANT
KEOKUK, IOWA.

STANDARD AND FANCY MIXED CORN SYRUP
VALE AND HARVARD BRANDS
UNMIXED CORN SYRUP
CORN GERM MEAL
CORN OIL CORN GLUTEN FEED

Terminal Warehouse Co.,
Philadelphia, Pa.

April 17, 1926.

Gentlemen:

We thank you for your kind favor of the 2nd, and in reply to same wish to state that we are getting very good service from the other warehouses in Philadelphia that are now handling our commodities. Personally, I do not believe that they are giving us any better service than what we formerly received from you people, and as stated in our letter to you some time ago that the only reason that we changed to the other warehouses was that they offered us a better storage rate than what we were paying to your company.

We presume that you have made no deductions in the storage rates that formerly applied to our commodities, and will further say that should you decide to reduce your rates to meet those offered by your competitors we would be only too glad to have you advise us of these rates, as it may be possible that we can again send our commodities to you for storage and distribution.

Yours very truly,

THE J. C. HUBINGER BROS. CO.,

RJP:L

RECEIVED
APR 19 1926

810

EXHIBIT No. 27

DUNLOP
TIRE AND RUBBER COMPANY
BUFFALO, N.Y.

PLEASE ADDRESS REPLY TO
PHILADELPHIA DIVISION
DELAWARE AND FAIRMOUNT AVES.
PHILADELPHIA, PA.

January 24, 1928

Terminal Warehouse Company
Delaware & Fairmount Avenue
Phila., Penna.

Attention: Mr. Sullivan

Gentlemen:

Several years ago we contracted with your Company for space for the storage and distribution of our Tires. Under the terms of this Contract we assumed the cost of unloading cars.

If you will recall we were dickering with the Merchants Warehouse Company prior to consumating our contract with you, and they offered to unload our cars free of charge because they received an unloading allowance from the Penna. Railroad. We selected your facilities because they better suited our needs, but we would like to be freed of this cost.

Inasmuch as the service you perform for us is similar to that promised to us by the Merchants Warehouse, would it not be possible for you to secure this allowance from the Penna. Railroad and thus relieve us of this expense?

Very truly yours,
DUNLOP TIRE & RUBBER CO.

W. B. RUSTON
DIVISION SALES MANAGER

WBR:JR

811

EXHIBIT No. 28

WAREHOUSE DEPARTMENT

CORN PRODUCTS REFINING COMPANY

WHITEHALL BUILDING
17 BATTERY PLACE

NEW YORK

May 21, 1928

Mr. E.V.D. Sullivan, Vice-President,
Terminal Warehouse Company,
Delaware & Fairmount Avenues,
Philadelphia, Pa.

Dear Sir:

Replying to yours of May 17, we cannot understand why our letter should be a surprise to you, inasmuch as it is common knowledge that the railroad warehouses of Philadelphia will meet practically the same rate of storage and eliminate the labor charge.

We do not believe that any of them would be foolish enough to make a quotation, hiding therein a joker which would prohibit their obtaining the account, much less keeping it.

For several years the writer has watched this controversy between the railroad warehouses and the non-railroad warehouses, and certainly is interested in the outcome of ICC Docket 15293, and will appreciate your advising any advance information that you might happen to obtain.

Yours very truly,

CORN PRODUCTS REFINING COMPANY

MANAGER WAREHOUSE DEPARTMENT

LEP/ews

812

EXHIBIT No. 29

The Bon Ami Company, Inc.

11 Battery Place

New York June 22, 1925.

Terminal Warehouse,
Philadelphia, Penna.

Gentlemen:

For sometime past we have been carrying a small stock at the Merchants Warehouse as well as supplying the trade from your warehouse. We have also been shipping cars consigned to our broker care of the Merchants Warehouse and the contents of these cars have been delivered direct to the jobbers as they called.

In this way we have saved quite some storage and handling, and we feel that we should discontinue carrying two warehouse stocks. This is the reason why we have permitted your stock to run down as low as it has. It is our intention to clean it up as soon as possible and not replenish same.

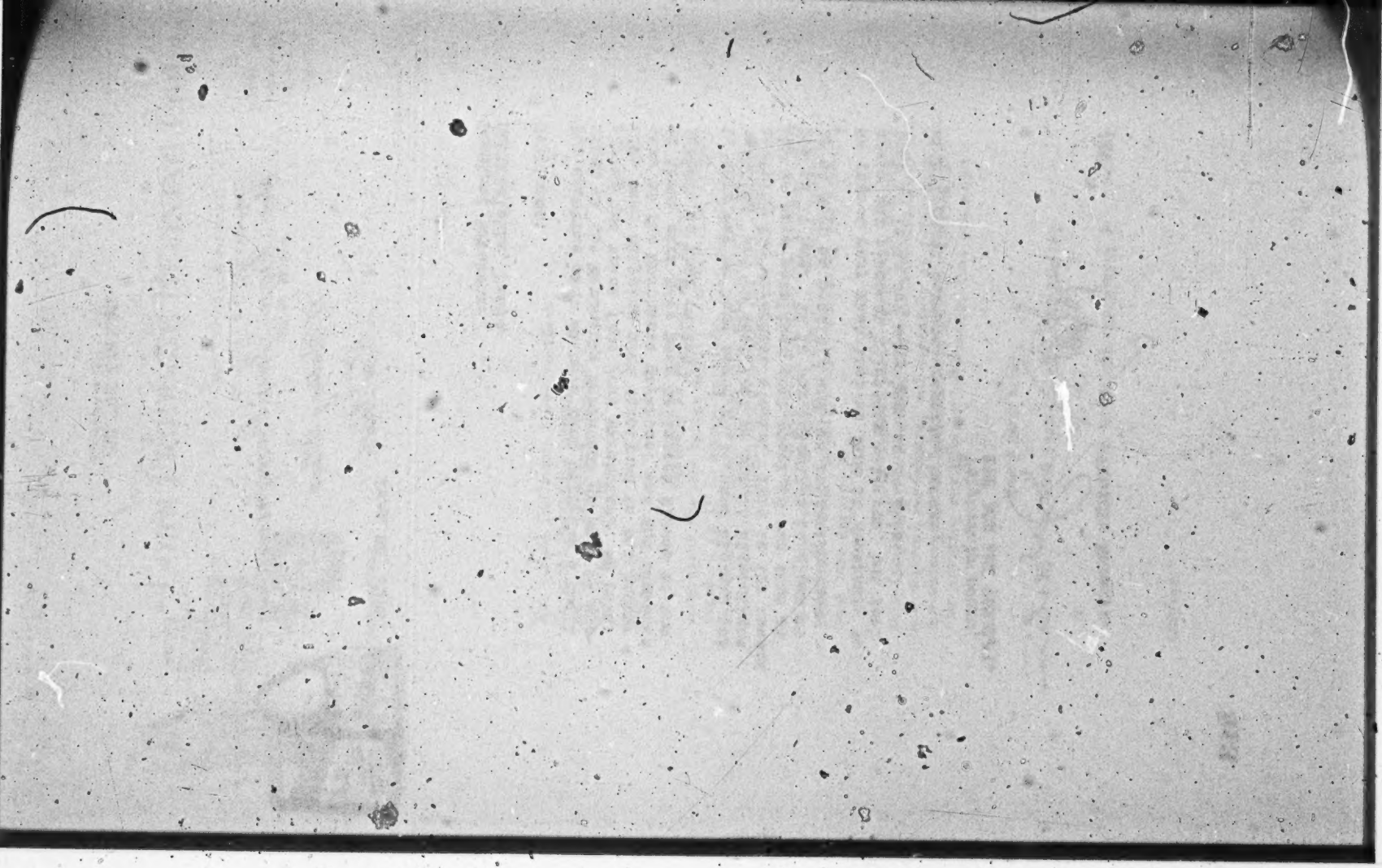
We regret very much that we find it necessary to sever our pleasant relations with you, but feel that it is to our advantage to do this.

With kindest personal regards, we are,

Very truly yours,
THE BON AMI COMPANY.

JAG:x

Traffic Manager.



[fol. 814] EXHIBIT No. 30

List of Prominent Business Concerns That Customarily Use Warehouse Company Service in Marketing and Distributing Their Goods in Philadelphia and Other Large Cities

Name of concern	Point of shipment	Commodity
Morton Salt Company	Port Huron, Mich.	Salt
Worcester Salt Company	Silver Springs, N. Y. and Ecorse, Mich.	Salt
Vacuum Oil Company	Bayonne, N. J.	Oils
Williamsport Wire Rope Co.	Williamsport, Pa.	Wire
Rossville Company	Shelbyville, Ind.	Alcohol
Sterling Products Co.	Cambridge, Mass.	Soap
Fort Pitt Bedding Co.	Pittsburgh, Pa.	Mattresses
Cudahy Packing Co.	Chicago, Ill.	Soap
O'Sullivan Rubber Co.	New York, N. Y.	Rubber Products
John B. Astell & Co.	Reading, Pa., Pittsburgh, Pa., and Allenport, Pa.	Boiler Tubes
Climalene Company	Canton, Ohio	Cleaners
Eagle-Picher Lead Co.	Chicago, Ill.	Paints
Post Products Co.	Battle Creek, Mich.	Cereals
Coca-Cola Company	Atlanta, Ga.	Beverages
Campbell Soup Company	Camden, N. J.	Canned Soups
California Packing Co.	San Francisco, Cal.	Canned Goods
Certain-Teed Products Co.	Philadelphia, Pa.	Floor Coverings
D. & C. Company	Brooklyn, N. Y.	Food Products
Rudd Water Heater Co.	Pittsburgh, Pa.	Heaters
Richardson & Boynton Co.	Dover, N. J.	Heaters
E. H. Parke Company	Import thru Port of New York	Coffees
India Tire & Rubber Co.	Akron, Ohio	Tires
Ajax Rubber Company	Racine, Wis.	Tires
The Daily News Co.	E. Millinocket, Me.	Newsprint Paper

[fol. 815]

The Evening Bulletin	E. Millinocket, Me.	Newsprint Paper
Mountain Valley Water Co.	Hot Springs, Ark.	Mineral Water
James B. Clow & Company	Chicago, Ill.	Radiators
Eppens-Smith & Company	Santos, Brazil	Coffees
H. G. Hanline Company	Cleveland, Ohio and Newburgh, N. Y.	Steel Strapping
Fairbanks Morse Co.	Chicago, Ill.	Scales
American Steel & Wire Co.	Cleveland, Ohio and Newburg, N. Y.	Wire
Rundle Manufacturing Co.	Milwaukee, Wis.	Plumbing Supplies
Ebsary Gypsum Company	Wheatland, N. Y.	Plaster
Handon Boiler Company	Poughkeepsie, N. Y.	Heating Boilers
Perfection Stove Co.	Cleveland, Ohio	Oil Stoves
Hygienic Products Co.	New York, N. Y.	Sani-Flush
J. B. Ford Company	Wyandotte, Mich.	Soda Ash
Bon Ami Company	Manchester, Conn.	Soap Products
Sherwin Williams Co.	Cleveland, Ohio	Paints
The Dif Company	Brooklyn, N. Y.	Soap
Quaker Oats Co.	Buffalo, N. Y. and St. Joseph, Mo.	Cereals
Northwestern Milling Co.	Minneapolis, Minn.	Flour
T. A. Snider Preserve Co.	Chicago, Ill.	Canned Goods
Diamond Crystal Salt Co.	Watson, N. Y.	Salt
Palmolive-Peet Co.	Chicago, Ill. and Kansas City, Mo.	Soap

Name of concern	Point of shipment	Commodity
Van Camp Products Co.....	Louisville, Ky.	Food Products
Pratt Food Company.....	Hammond, Ind. and Buffalo, N. Y.....	Poultry Feed
West Va. Pulp & Paper Co...	Covington, Va.	Paper
Ohio Match Sales Co.....	Wadsworth, Ohio	Matches
Hills Bros. Co.....	New York, N. Y.....	Food Products
[fol. 816]		
Calumet Baking Powder Co...	Chicago, Ill.	Baking Powder
Canada Dry Ginger Ale Co...	New York, N. Y.....	Ginger Ale
Clorax Chemical Co.....	Oakland, Cal	Cleanser
Deft Devices Company.....	Sidney, Ohio	Washing Machines
Pet Milk Sales Co.....	St. Louis, Mo.....	Condensed Milk
Horlick's Malted Milk Co....	Racine, Wis.	Malted Milk
Mapl-Flake Mills, Inc.....	Chicago, Ill.	Cereals
Mason Tire & Rubber Co.....	Mansfield, Ohio	Tires
National Casket Co.....	Boyertown, Pa.	Burial Cases
Seiberling Rubber Co.....	Akron, Ohio	Tires
Tropical Paint & Oil Co.....	Cleveland, Ohio	Paints & Oils
U. S. Graphite Co.....	Saginaw, Mich.	Graphite
Wagner Electric Co.....	St. Louis, Mo.....	Elec. Motors
New York Lubricating Oil Co.	New York, N. Y.....	Oils
J. C. Hubinger Bros. Co.....	Keokuk, Iowa	Starches
S. C. Johnson & Son.....	Racine, Wis.	Waxes
Glucol Manufacturing Co....	Cleveland, Ohio	Glues
Southern Rice Sales Co.....	New Orleans, La.....	Rice
Fontana Food Products Co...	San Francisco, Cal.	Food Products
Mellins Food Company.....	Boston, Mass.	Baby Foods
Southern Cotton Oil Trading Co.	Bayonne, N. J.....	Oils
Stein Hall & Co., Inc.....	Chicago, Ill.	Starches
Arabol Manufacturing Co....	New York, N. Y.....	Glues
Allis-Chalmers Mfg. Co.....	Milwaukee, Wis.	Transformers
The Flintkote Co.....	Boston, Mass.	Asphalt Shingles
Minnesota Mining & Mfg. Co..	St. Paul, Minn.....	Sand Paper
Crico Co., Inc.....	Long Island City, N. Y...	Disinfectants
Aspegren & Company.....	Portsmouth, Va.	Oils
[fol. 817]		
Colgate & Company.....	Jersey City, N. J.....	Soap Products
Procter & Gamble.....	Port Ivory, N. Y. and St. Bernard, Ohio	Soap Products and Cooking Oils
Planters Nut & Chocolate Co..	Suffolk, Va.	Confectionery
Penick & Ford Sales Co.....	Cedar Rapids, Iowa.....	Corn Products
Nestle's Food Company, Inc..	Monomonic, Wis.	Canned Milk
Wm. Wrigley Jr. Co.....	Chicago, Ill.	Chewing Gum
Corn Products Sales Co.....	Argo, Ill. and Edgewater, N. J.	Corn Products
Curtice Bros. Co.....	Rochester, N. Y.....	Canned Goods
E. R. Squibbs & Son.....	Brooklyn, N. Y.....	Drugs
Blanton Company	St. Louis, Mo.....	Oils
Diamond Match Company...	Oswego, N. Y.....	Matches
Lever Brothers Co.....	Cambridge, Mass.	Soap Products
R. T. French Company.....	Rochester, N. Y.....	Spices
Detroit-Michigan Stove Sales Co.	Detroit, Mich.	Stoves
U. S. Industrial Alcohol Sales Co.	Curtis Bay, Md.....	Alcohol

Name of concern	Point of shipment	Commodity
Wildroot Company, Inc.	Buffalo, N. Y.	Hair Tonics
French Battery Company	Madison, Wis.	Batteries
New Jersey Zinc Sales Co.	Palmerton, Pa.	Zinc Oxide
Cracker Jack Company	Chicago, Ill.	Confectionery
The Pennzoil Company	Oil City, Penna.	Oils
Toddy, Inc.	Buffalo, N. Y.	Malted Milk
Golden State Sales Co.	Tulare, Cal.	Powdered Milk
Florence Stove Company	Gardner, Mass.	Oil Stoves

[fol. 818] EXHIBIT No. 31

Pennsylvania Railroad System, Traffic Department

Philadelphia, April 22, 1924.

Association of Manufacturers Representatives, Inc., The Bourse, Philadelphia, Pa.

GENTLEMEN: Your letter of the 10th instant, referring to the handling of grocery products throughPhiladelphia warehouses relates to a matter which, on various occasions, has received our careful consideration, and we are firmly convinced that there is no discrimination in the method followed by our Company whereby we make certain warehouses a part of our station facilities where goods may be delivered to or received from our patrons. I cannot but think that you will realize that it would be inefficient and uneconomical for us to make similar arrangements with every warehouse in the city that desired them.

Even if we were wrong in our belief that there is no discrimination in the present method of conducting our business, it would not follow that other warehouses should be treated as part of our station facilities, since we would be entitled to discontinue the existing arrangements.

While, as I have said, we are firmly convinced that we are correct in this matter, I think it proper to add that a complaint has been presented to the Interstate Commerce Commission by a Baltimore warehouse on account of a situation in that city similar to that which prevails here, and [fol. 819] this case is now under consideration by the Commission. It is the case of McCormick Warehouse Company v. Railroads, Docket No. 15445.

Yours very truly, (Signed) Robt. C. Wright, General Traffic Manager.

[fol. 820] EXHIBIT No. 32

Reading Company

Office of the Vice-President Reading Terminal, Philadelphia

File No. 8-68. April 28th, 1924.

Mr. A. G. Peterson, President Ass'n of Manufacturers' Representatives, Bourse Building, Philadelphia, Pa.

DEAR MR. PETERSON: Your letter of the 10th instant, regarding question of distribution of grocery products through Philadelphia warehouses:

The arrangement to which you refer and applied by our line in connection with traffic handled through the warehouses of the Pennsylvania Warehousing & Safe Deposit Company, has, as you know, been considered very carefully a number of times in the past, and while it is our desire to be entirely fair to the warehouse interests as a whole, we have never felt that the arrangement in question, (which in sum and substance, makes the facilities our facilities), could be extended, with economy, to the other warehouses in Philadelphia.

I assume you are cognizant of the fact that recently the Potomac Warehouse, in Baltimore, presented a complaint to the Interstate Commerce Commission, which has been heard by the latter body and is now in their hands for disposition.

I am confident you appreciate that if we felt any discrimination existed as between the warehouses at Philadelphia we would endeavor to present arrangement applying to the warehouses of the Penn's Warehousing Company, which constitutes a part of our station facilities, does not [fol. 821] establish a discrimination in favor of the particular warehouses in question. Therefore, we do not feel that we can extend the arrangement in question to other warehouses in this city.

Yours very truly, (Signed) E. C. Hilliary, Vice-President.

[fol. 822] COMPLAINANT'S EXHIBIT No. 33

I. C. C. Docket No. 20968

Witness: —— ——.

Rules 14, 23 and 27 of the Consolidated Freight Classification No. 5

Rule 14

Carload ratings or rates apply only when a carload of freight is shipped from one station, in or on one car, [except as provided in Rule 24,] in one day, by one shipper for delivery to one consignee at one destination. Only one bill of lading from one loading point and one freight bill shall be issued for such carload shipment. The minimum carload weight provided is the lowest weight on which the carload rating or rate will apply.

Rule 23

Section 1. Carriers' Agents must not act as Agents of shippers or consignees for the assembling or distribution of carload or less than carload freight.

Section 2. Carriers' Agent at points of shipment must not accept freight to be carried at carload ratings or rates for distribution to two or more parties by Carriers' Agents at points of destination.

Section 3. Agents at points of destination must deliver freight carried at carload ratings or rates to one consignee only, and must not accept orders from shippers or consignees calling for split deliveries according to brands, marks, sizes or other identification of packages.

Section 4. If at the request of the owner of the property or his authorized agent, a carload shipment is delivered to [fol. 823] more than one consignee, less than carload ratings or rates will be applied on the entire shipment, except that the portion delivered to any one consignee will be subject to Rule 15, Section 1.

Rule 27

Section 1. Owners are required to load into or on cars freight for forwarding by rail carriers, and to unload from cars freight received by rail carriers, carried at carload ratings.

Section 2. Owners are required to load into or on cars heavy or bulky freight for forwarding by rail carriers, and to unload from cars heavy or bulky freight received by rail carriers, carried at less than carload ratings, which cannot be handled by the regular station employes or at stations where the carrier's loading or unloading facilities are not sufficient for handling.

Section 3. Owners must observe carrier's rules regulating the safe loading or freight and protection of equipment. Lading must be securely blocked or braced and when in closed cars must be away from car doors, and weight of lading must be approximately the same on each side of car.

Section 4. When articles are loaded on open cars small detachable parts must be removed and placed in wooden boxes or secured within the article. Boxes must be encircled at ends with iron straps and securely attached to the article or to floor of car. Such boxes must be specified on shipping orders and bills of lading. Fragile parts not detached must be protected.

[fol. 824] COMPLAINANT'S EXHIBIT No. 34

I. C. C. Docket No. 20968

Witness: —— ——

Tariff Provisions in Force at Buffalo, N. Y.

Present Tariff Provision

Item 55b, Sup. 64 to Pennsylvania Railroad Company GO-I. C. C. No. 14370,
Exceptions to Official Classification:

Exception to Rule 27

At Buffalo, N. Y.: When request is received by this Company to load or unload carload package freight, carried at

carload rates, over its platforms, at its freight houses or at Seneca Street Warehouse, Myrtle Avenue Extension of the Keystone Warehouse Company or Union Dock Warehouse, or sheds and platforms thereof a charge of two and one-half (2½) cents per 100 pounds or fifty (50) cents per ton, net or gross, as rated, will be made for such service.

Provisions similar to the present rule in the Pennsylvania Railroad Co. tariff are carried in the following tariffs of other carriers applicable at specified Warehouses in Buffalo:

N. Y. Central R. R. Co., I. C. C. No. 15553; West Shore R. R. Company I. C. C. No. 6112; D. L. & W. R. R. Co., I. C. C. No. 21610; L. V. R. R. Co. No. C-8100 and Erie R. R. Co. I. C. C. No. 17940.

COMPLAINANT'S EXHIBIT No. 35

I. C. C. Docket No. 20968

Witness:

Warehouse Companies Receiving Allowances

Operator of warehouse	Location	Name of warehouse	Railroad service
The Merchants Warehouse Co., Inc.	Delaware Ave. & Chestnut St.	River Front Stores	Penna. R. R. Co.
" " " " "	Delaware Ave. & Walnut St.	Webb Warehouse	Penna. R. R.
" " " " "	Front and Brainbridge Sts.	Bainbridge Stores	Penna. R. R.
" " " " "	Front & Kenilworth Sts.	Kenilworth Stores	Penna. R. R.
" " " " "	Delaware Ave. & Kenilworth Sts.	Franklin Stores	Penna. R. R.
" " " " "	15th and Carpenter Sts.		Penna. R. R.
" " " " "	Front St., Delaware Ave., Washington Ave. & Wharton St.	Federal Stores	Penna. R. R.
" " " " "	31st and Chestnut Sts.		Penna. R. R.
" " " " "	Front and Berks Sts.	Kensington Stores	Penna. R. R.
" " " " "	Beach St. Abv. Laurel St.	Shackamaxon Stores	Penna. R. R.
The Pennsylvania Warehousing & Safe Deposit Co.	Delaware Ave. & Pine St.	Delaware Ave. Stores Nos. 1, 2, 3 & 4.	Reading Co. & B. & O. R. R.
" " " " "	Water St. Bel. Pine	Tobacco Warehouse	No Track Cons.
" " " " "	Delaware Ave. & Catherine St.	West Indies Stores	No Track Cons.
" " " " "	Front, Water & Lombard Sts.	Penna. Stores	No Track Cons.
" " " " "	Delaware Ave. & Catherine St.	Atlantic Stores	No Track Cons.
" " " " "	Delaware Ave. & Fitzwater Sts.	Moro Phillips Stores	Reading Co. & B. & O. R. R.
" " " " "	Delaware Ave. & Poplar St.	Poplar St. Stores	Reading Co.
" " " " "	16th & Callowhill Streets	16th St. Stores	Reading Co.
" " " " "	216-228 North 23rd St.	23rd St. Stores	B. & O. R. R.
" " " " "	Cambria & Richmond Sts.	Port Richmond Stores	Reading Co.
The Philadelphia Warehousing & Cold Storage Co.	Delaware Ave. & Noble St.		Reading Co.
The Quaker City Cold Storage Co., Inc.	Delaware Ave. & Spruce St.		Penna. R. R.

[fol. 826]

COMPLAINANT'S EXHIBIT No. 36

I. C. C. Docket No. 20968

Witness:

Warehouses of Complainants

Operator of warehouses	Location	Name of warehouse	Railroad Service
Terminal Warehouse Co.	Delaware & Fairmont Aves.	Fairmont Stores	Penna. R. R. & Reading Co.
" " "	Delaware Ave. & Spring Garden St.	Spring Garden St. Stores	Penna. R. R. & Reading Co.
" " "	Front and Brown Streets	Brown Street Stores	Penna. R. R. & Reading Co.
" " "	Delaware Ave. & Poplar St.	Terminal Sales Bldg.	Penna. R. R. & Reading Co.
" " "	1211-23 Noble Street	12th Street Stores	Reading Co.
" " "	25th & Locust Streets	25th Street Stores	Baltimore & Ohio R. R.
" " "	Pier 31 North Wharves	Pier 31 North	Penna. R. R. & Reading Co.
" " "	Pier 35½ North Wharves	Pier 35½ North	Penna. R. R. & Reading Co.
" " "	Pier 36 North Wharves	Pier 36 North	Penna. R. R. & Reading Co.
Walter A. Bailey	Delaware Ave. & South St.		Penna. R. R., Reading Co. & B. & O. R. R.
" " "	Delaware Ave. & Tasker St.		Penna. R. R., Reading Co. & B. & O. R. R.
Northeastern Warehouse Co.	Erie and Sedgley Aves.		Penna. R. R. & Reading Co.
Rex & Company, Inc.	E. Side American St. near York		Reading Co.
" " "	W. Side American St. near York		Reading Co.
James Gallagher	708-714 South Delaware Ave.	Almond St. Whse.	Penna. R. R. & Reading Co.
" "	738-746 South Swanson St.	Water St. Whse.	Penna. R. R.
" "	810-820 South Swanson St.	Swanson St. Whse.	Penna. R. R.
Industrial Cold Storage & Warehouse Co.	American St. between Berks and Norris Streets		Reading Co.

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[fol. 827] COMPLAINANT'S EXHIBIT No. 37

I. C. C. Dockets 20968, etc.

Witness: Morgan

Classification of Traffic, Customers, and Rate Payers Who Obtain Warehouse Service at Philadelphia

This exhibit shows a summation of the information in exhibits bearing the numbers 37-A to 37-F, inc.

Traffic

The inbound traffic is of the following classes:

1. Carload freight, transported at carload rates, delivered by the railroads to the warehouse companies and then distributed in less-than-carload lots by the warehouse companies.

2. Carload freight, transported at carload rates, delivered by the railroads to the warehouse companies and later reshipped in carload lots by the warehouse companies.

3. So called ferry cars of freight, transported at l. c. l. rates, delivered by the railroads to the warehouse companies in l. c. l. lots or reshipped in carloads by the warehouse companies with other goods of like character.

The outbound traffic is of the following classes:

1. L. c. l. freight shipped by the warehouse companies by railroad, express, parcel post or truck.

2. Carload freight shipped by the warehouse companies from storage.

3. So called ferry cars made up of numerous l. c. l. shipments loaded by the warehouse companies and then card billed by them to the railroad transfer stations.

4. Freight received by the warehouse companies by truck [fol. 828] for assembly into, and shipment in carloads.

Customers

1. There are a large number of manufacturers, wholesalers, and brokers who operate plants and manufacture,

or in other manners assemble, goods at points outside of Philadelphia. They ship their goods to the warehouse companies at Philadelphia in carloads at carload rates and there use warehouse distribution in accomplishing the sale and distribution of their goods. They do not have land, structures or other property in Philadelphia suitable for, or adapted to, acceptance of delivery of carload shipments by the railroads at Philadelphia and, therefore, they use the warehouse service afforded by the warehouse companies as a substitute therefor.

2. Receivers of l. c. l. quantities of goods transported at carload rates.

3. Manufacturers and retail dealers located in Philadelphia or nearby points, who purchase their goods in carloads and store same with the warehouse companies for certain periods, during which they withdraw the goods in truck loads or in l. c. l. lots at times suiting their business needs.

4. Brokers, commission merchants, sales agents and dealers located in Philadelphia who have offices in Philadelphia devoted to soliciting, selling and accounting activities.

Those included in Classes 3 and 4 are not equipped with facilities needed for the removal of carloads of goods from the railroad cars, or have no facilities or inadequate facilities for the storage of the goods during the period attending sale or distribution of the goods.

[fol. 829] 5. Manufacturers located in other cities who level their production costs by manufacturing their products in the off seasons, and use the facilities of the warehouse companies in preference to erecting costly warehouse facilities at their plants, and which would be used approximately 25% of the year.

6. Manufacturers located in other cities, who at times store raw materials in transit to their plants, that is, they use warehouse facilities at Philadelphia for such storage in transit.

7. Lessees, under relatively long term leases, of warehouse space afforded by the warehouse companies where the lessees display, store and sell their goods, the handling and distribution service being performed by the warehouse companies.

8. Lessees, under relatively long term leases, of warehouse space afforded by the warehouse companies where the lessees handle, display, store, sell and distribute their own goods.

Rate Payers

The persons who pay the railroad freight charges on shipments handled at warehouses of the warehouse companies are of the following classes:

1. Consignors of inbound carload shipments who, at points of origin of the shipments outside of Philadelphia, prepay the freight charges on such shipments.

2. The warehouse companies pay the freight charges on some of the inbound carload shipments and collect same with warehouse charges from the consignors.

[fol. 830] 3. The warehouse companies pay the freight charges on some of the inbound carload shipments and collect same with warehouse charges from the local dealer, broker or manufacturer.

4. The warehouse companies pay the freight charges on some of the inbound carload shipments and collect "pro rata", with warehouse charges, from each of the various parties to whom the warehouse companies deliver less-than-carload lots out of the carload shipments.

5. Local dealers and manufacturers or agents of the consignors sometimes pay the freight charges direct to the railroad company.

6. The warehouse companies sometimes prepay the freight charges on outbound shipments and later collect the amount of those charges from the owner of the goods or his agent.

[fol. 831] Complainants' Exhibit No. 37-A

I. C. C. Dockets 20968, etc.

Witness: Morgan

Terminal Warehouse Company

The several classes of traffic, customers and rate payers involved in the handling of freight, transported by rail-

road, at warehouses operated by The Terminal Warehouse Company at Philadelphia, Pa. are are follows:

Part I

Traffic

The inbound traffic is of the following classes:

1. Carload freight, transported at carload rates, delivered by the railroads to the warehouse company and then distributed in less-than-carload lots by the Warehouse Company.

2. Carload freight, transported at carload rates, delivered by the Railroads to the Warehouse Company and then reshipped in carloads by the Warehouse Company.

3. So-called ferry cars of freight, transported at l. c. l. rates, delivered by the Railroads to the Warehouse Company and then distributed by the Warehouse Company, with other goods of like character.

The outbound traffic is of the following classes:

1. L. C. L. freight shipped by the Warehouse Company by railroad, express, parcel post or truck.

2. Carload freight shipped by the Warehouse Company from storage.

3. So-called ferry cars made up of numerous l. c. l. shipments loaded by the Warehouse Company and then card billed by it to the railroad transfer stations.

[fol. 832] 4. Freight received by the Warehouse Company by truck for assembly into, and shipment in carloads.

Part II

Customers

1. There are a large number of manufacturers, wholesalers, and brokers who operate plants and manufacture, or in other manners assemble, goods at points outside of Philadelphia. They ship their goods to the Warehouse Company at Philadelphia in carloads at carload rates and there use warehouse distribution in accomplishing the sale

and distribution of their goods. They do not have land, structures or other property in Philadelphia suitable for, or adapted to, acceptance of delivery of carload shipments by the railroads at Philadelphia and, therefore, they use the warehouse service afforded by the Warehouse Company as a substitute therefor.

Other Customers

The customers of the Warehouse Company (other than the consignors of inbound shipments described above) are of the following classes:

2. Receivers of l. c. l. quantities of goods who may be grouped into the following classes—

(a) Buyers of l. c. l. lots of goods transported at carload rates.

(b) Manufacturers and retail dealers, located in Philadelphia or nearby points, who purchase their goods in carloads and store same with the Warehouse Company for certain periods, during which they withdrew the goods in truck loads or in l. c. l. lots at times suiting their business needs.

3. Brokers, commission merchants, sales agents and dealers located in Philadelphia who have offices at Philadelphia [fol. 833] devoted to soliciting, selling and accounting activities.

Those included in classes 2 and 3 are not equipped with facilities needed for the removal of carloads of goods from the railroad cars, and have no facilities, or insufficient facilities, for the storage of the goods during the period attending sale or distribution of the goods.

4. Manufacturers located in other cities who level their production costs by manufacturing their products in the off seasons, and use the facilities of the Warehouse Company in preference to erecting costly warehouse facilities at their plants, and which would only be used approximately 25% of the year.

5. Lessees, under relatively long term leases, of warehouse space afforded by the Warehouse Company where the lessees display, store and sell their own goods, all the han-

dling and distribution service being performed by the Warehouse Company.

Part III

Rate Payers

The persons who pay the railroad freight charges on shipments handled at warehouses of the Terminal Warehouse Company are of the following classes:

1. Consignors of inbound carload shipments who, at points of origin of the shipments outside of Philadelphia prepay the freight charges on such shipments.

2. The Warehouse Company pays the freight charges on some of the inbound carload shipments and collects same with warehouse charges from the consignors.

[fol. 834] 3. The Warehouse Company pays the freight charges on some of the inbound carload shipments and collects same with warehouse charges from the local dealer, broker, or manufacturer.

4. The Warehouse Company pays the freight charges on some of the inbound carload shipments and collects "pro rata", with warehouse charges, from each of the various parties to whom the Warehouse Company delivers less-than-carload lots out of the carload shipments.

5. Local dealers and manufacturers or agents of the consignors sometimes pay the freight charges direct to the railroad company.

6. The Warehouse Company sometimes prepays the freight charges on outbound shipments and later collects the amount of those charges from the owner of the goods or his agent.

[fol. 835] Complainants' Exhibit No. 37-B

I. C. C. Dockets 20968, etc.

Witness: Morgan

Gallagher's Warehouses

The several classes of traffic, customers and rate payers involved in the handling of freight, transported by rail-

road, at warehouses operated by Gallagher's Warehouses at Philadelphia, Pa. are as follows:

Part I

Traffic

The inbound traffic is of the following classes:

1. Carload freight, transported at carload rates, delivered by the railroads to the warehouse company and then distributed in less-than-carload lots by the Warehouses.

2. Carload freight, transported at carload rates, reshipped in carloads by the Warehouses.

3. So called ferry cars of freight, transported at l. c. l. rates, delivered by the railroads to the Warehouses and by the Warehouse in l. c. l. lots or reshipped in carloads by the Warehouses with other goods of like character.

The outbound traffic is of the following classes:

1. L. c. l. freight shipped by the Warehouses by railroad, express, parcel post or truck.

2. Carload freight shipped by the Warehouses from storage.

3. So called ferry cars made up of numerous l. c. l. shipments loaded by the Warehouses and then card billed by it to railroad transfer stations.

[fol. 836] 4. Freight received by the Warehouses by truck for assembly into, and shipment in carloads.

Part II

Customers

1. There are a large number of manufacturers, wholesalers, and brokers who operate plants and manufacture, or in other manners assemble, goods at points outside of Philadelphia. They ship their goods to the Warehouses at Philadelphia in carloads at carload rates and there use warehouse distribution in accomplishing the sale and distribution of their goods. They do not have land, structures

or other property in Philadelphia suitable for, or adapted to, acceptance of delivery of carload shipments by the railroads at Philadelphia, and therefore, they use the warehouse service afforded by the Warehouses as a substitute therefor.

Other Customers

The customers of the Warehouses (other than the consignors of inbound shipments described above) are of the following classes:

2. Manufacturers and retail dealers located in Philadelphia or nearby points, who purchase their goods in carloads and store same with the Warehouses for certain periods, during which they withdraw the goods in truck loads or in l. c. l. lots at times suiting their business needs.

3. Brokers, commission merchants, sales agents and dealers located in Philadelphia who have offices at Philadelphia devoted to soliciting, selling and accounting activities.

Those included in Classes 2 and 3 are not equipped [fol. 837] with facilities needed for the removal of carloads of goods from the railroad cars or have no facilities, or inadequate facilities, for the storage of the goods during the period attending sale or distribution of the goods.

Part III

Rate Payers

The persons who pay the railroad freight charges on shipments handled at Gallagher's Warehouses are of the following classes:

1. Consignors of inbound carload shipments who, at points of origin of the shipments outside of Philadelphia, prepay the freight charges on such shipments.

2. The Warehouses pay the freight charges on some of the inbound carload shipments and collect same with warehouse charges from the consignors.

3. The Warehouses pay the freight charges on some of the inbound carload shipments and collect same, with warehouse charges, from the local dealer, broker or manufacturer.

4. Local dealers and manufacturers or agents of the consignors sometimes pay the freight charges direct to the railroad company.

5. The Warehouses sometimes prepay the freight charges on outbound shipments and later collect the amount of these charges from the owner of the goods or his agent.

[fol. 838] COMPLAINANTS' EXHIBIT No. 37-E

I. C. C. Dockets 20968, etc.

Witness: Morgan

Northeastern Warehouse Co.

The several classes of traffic, customers and rate payers involved in the handling of freight, transported by railroad, at warehouses operated by the Northeastern Warehouse Company at Philadelphia, Pa. are as follows:

Part I

Traffic

The inbound traffic is of the following classes:

1. Carload freight, transported at carload rates, delivered by the railroads to the warehouse company and then distributed in less-than-carload lots by the Warehouse Company.

2. Carload freight, transported at carload rates, delivered by the railroads to the Warehouse Company and later reshipped in carloads by the Warehouse Company.

3. So called ferry cars of freight, transported at l. c. l. rates, delivered by the railroads to the Warehouse Company and distributed by the Warehouse in l. c. l. lots or reshipped in carloads by the Warehouse Company with other goods of like character.

The outbound traffic is of the following classes:

1. L. c. l. freight shipped by the Warehouse Company by railroad, express, parcel post or truck.

2. Carload freight shipped by the Warehouse Company from storage.

3. So called ferry cars made up of numerous l. c. l. shipments loaded by the Warehouse Company and then card [fol. 839] billed by it to railroad transfer stations.

4. Freight received by the Warehouse Company by truck for assembly into, and shipment in carloads.

Part II

Customers

1. There are a large number of manufacturers, wholesalers, and brokers who operate plants and manufacture, or in other manners assemble, goods at points outside of Philadelphia. They ship their goods to the Warehouse Company at Philadelphia in carloads at carload rates and there use warehouse distribution in accomplishing the sale and distribution of their goods. They do not have land, structures or other property in Philadelphia suitable for, or adapted to, acceptance of delivery of carload shipments by the railroads at Philadelphia and, therefore, they use the warehouse service afforded by the Warehouse Company as a substitute therefor.

Other Customers

The customers of the Warehouse Company (other than the consignors of inbound shipments described above) are of the following classes:

2. Manufacturers and retail dealers located in Philadelphia or nearby points, who purchase their goods in carloads and store same with the Warehouse Company for certain periods, during which they withdraw the goods in truck loads or in l. c. l. lots at times suiting their business needs.

3. Brokers, commission merchants, sales agents and dealers located in Philadelphia who have offices at Philadelphia devoted to soliciting, selling and accounting activities.

[fol. 840] Those included in Classes 2 and 3 are not equipped with facilities needed for the removal of car-

loads of goods from the railroad cars or have no facilities, or insufficient facilities, for the storage of the goods during the period attending sale or distribution of the goods.

4. Manufacturers located in other cities, who at times store raw materials in transit to their plants, that is, they use warehouse facilities at Philadelphia for such storage in transit.

Part III

Rate Payers

The persons who pay the railroad freight charges on shipments handled at warehouses of the Northeastern Warehouse Company are of the following classes:

1. Consignors of inbound carload shipments who, at points of origin of the shipments outside of Philadelphia, prepay the freight charges on such shipments.

2. The Warehouse Company pays the freight charges on some of the inbound carload shipments and collects same with warehouse charges from the consignors.

3. The Warehouse Company pays the freight charges on some of the inbound carload shipments and collects same with warehouse charges from the local dealer, broker or manufacturer.

4. Local dealers and manufacturers or agents of the consignors sometimes pay the freight charges direct to the railroad company.

5. The Warehouse Company sometimes prepays the freight charges on outbound shipments and later collects the amount of those charges from the owner of the goods, or his agent.

[fol. 841] Complainants' Exhibit No. 37-D

I. C. C. Dockets 20968, etc.

Witness: Morgan

Rex and Company, Inc.

The several classes of traffic, customers and rate payers involved in the handling of freight, transpor ed by rail-

road, at warehouses operated by Rex and Company, Inc., at Philadelphia, Pa. are as follows:

Part I

Traffic

The inbound traffic is of the following classes:

1. Carload freight, transported at carload rates, delivered by the railroads to the warehouse company and then distributed in less-than-carload lots by the Warehouse Company.

2. Carload freight, transported at carload rates, delivered by the railroads to the Warehouse Company and later reshipped in carloads by the Warehouse Company.

3. So called ferry cars of freight, transported at l. c. l. rates, delivered by the railroads to the Warehouse Company and distributed by the Warehouse Company in l. c. l. lots or reshipped in carloads by the Warehouse Company with other goods of like character.

The outbound traffic is of the following classes:

1. L. c. l. freight shipped by the Warehouse Company by railroad, express, parcel post or truck.

2. Carload freight shipped by the Warehouse Company from storage.

3. So called ferry cars made up of numerous l. c. l. shipments loaded by the Warehouse Company and then card billed by it to railroad transfer stations.

[fol. 842] 4. Freight received by the Warehouse Company by truck for assembly into, and shipment in carloads.

Part II

Customers

1. There are a large number of manufacturers, wholesalers, and brokers who operate plants and manufacture, or in other manners assemble, goods at points outside of Philadelphia. They ship their goods to the Warehouse

Company at Philadelphia in carloads at carload rates and there use warehouse distribution in accomplishing the sale and distribution of their goods. They do not have land, structures or other property in Philadelphia suitable for, or adapted to, acceptance of delivery of carload shipments by the railroads at Philadelphia and, therefore, they use the warehouse service afforded by the Warehouse Company as a substitute therefor.

Other Customers

The customers of the Warehouse Company (other than the consignors of inbound shipments described above) are of the following classes:

2. Manufacturers and retail dealers located in Philadelphia or nearby points, who purchase their goods in carloads and store same with the Warehouse Company for certain periods, during which they withdraw the goods in truck loads or in l. c. l. lots at times suiting their business needs.

3. Brokers, commission merchants, sales agents and dealers located in Philadelphia who have offices at Philadelphia devoted to soliciting, selling and accounting activities.

Those included in Classes 2 and 3 are not equipped with facilities needed for the removal of carloads of goods from [fol. 843] the railroad cars or have no facilities, or insufficient facilities, for the storage of the goods during the period attending sale or distribution of the goods.

4. Manufacturers located in other cities, who at times store raw materials in transit to their plants, that is, they use warehouse facilities at Philadelphia for such storage in transit.

Part III

Rate Payers

The persons who pay the railroad freight charges on shipments handled at warehouses of the Northeastern Warehouse Company are of the following classes:

1. Consignors of inbound carload shipments who, at points of origin of the shipments outside of Philadelphia, prepay the freight charges on such shipments.

2. The Warehouse Company pays the freight charges on some of the inbound carload shipments and collects same with warehouse charges from the consignors.

3. The Warehouse Company pays the freight charges on some of the inbound carload shipments and collects same with warehouse charges from the local dealer, broker or manufacturer.

4. Local dealers and manufacturers or agents of the consignors sometimes pay the freight charges direct to the railroad company.

5. The Warehouse Company sometimes prepays the freight charges on outbound shipments and later collects the amount of those charges from the owner of the goods, or his agent.

[fol. 844] COMPLAINANTS' EXHIBIT No. 37-E

I. C. C. Dockets 20968, etc.

Witness: Morgan.

Bailey Warehouses

The several classes of traffic, customers and rate payers involved in the handling of freight, transported by railroad, at warehouses operated by Bailey Warehouses at Philadelphia, Pa. are as follows:

Part I

Traffic

1. Carload freight, transported at carload rates, delivered by the railroads to the warehouses and then distributed in less-than-carload lots by the warehouses.

2. Carload freight, transported at carload rates, delivered by the railroads to the warehouses and then reshipped in carloads by the warehouses.

3. So called ferry cars of freight, transported at l. c. l. rates, delivered by the railroads to the warehouses and

then distributed by the warehouses in l. c. l. lots or reshipped in carloads by the warehouses, with other goods of like character.

The outbound traffic is of the following classes:

1. L. c. l. freight shipped by the warehouses by railroad, express, parcel post or truck.

2. Carload freight shipped by the warehouses from storage.

3. So called ferry cars made up of numerous l. c. l. shipments loaded by the warehouses and then card billed by them to railroad transfer stations.

[fol. 845] 4. Freight received by the Warehouses by truck for assembly into, and shipment in carloads.

Part II

Customers

1. There are a large number of manufacturers, wholesalers and brokers who operate plants and manufacture, or in other manners assemble, goods at points outside of Philadelphia. They ship their goods to the Warehouse at Philadelphia in carloads at carload rates and there use warehouse distribution in accomplishing the sale and distribution of their goods. They do not have land, structures or other property in Philadelphia suitable for, or adapted to, acceptance of delivery of carload shipments by the railroads at Philadelphia and, therefore, they use the warehouse service afforded by the Warehouses as a substitute therefor.

Other Customers

The customers of the Warehouses (other than the consignors of inbound shipments described above) are of the following classes:

2. Receivers of l. c. l. quantities of goods who may be grouped into the following classes:

(a) Buyers of l. c. l. lots of goods,

(b) Manufacturers and retail dealers located in Philadelphia or nearby points, who purchase their goods in car-

loads and store same with the Warehouses for certain periods, during which they withdraw the goods in truck loads or in l. c. l. lots at times suiting their business needs.

3. Brokers, commission merchants, sales agents and dealers located in Philadelphia who have offices at Philadelphia devoted to soliciting, selling and accounting activities.

Those included in Classes 2 and 3 are not equipped with [fol. 846] facilities needed for the removal of carloads of goods from the railroad cars, and have no facilities, or insufficient facilities, for the storage of the goods during the period attending sale or distribution of the goods.

4. Lessees, under relatively long term leases, of warehouse space afforded by the Warehouses, where the lessees display, store and sell their own goods, the handling and distribution service being performed by the Warehouses.

5. Lessees, under relatively long term leases, of warehouse space afforded by the Warehouses, where the lessees handle, display, store, sell and distribute their own goods.

Part III

Rate Payers

The persons who pay the railroad freight charges on shipments handled at warehouses of the Bailey Warehouses are of the following classes:

1. Consignors of inbound carload shipments who, at points of origin of the shipments outside of Philadelphia, prepay the freight charges on such shipments.

2. The Warehouses pay the freight charges on some of the inbound carload shipments and collect same with warehouse charges from the local dealer, broker or manufacturer.

3. Local dealers and manufacturers or agents of the consignors sometimes pay the freight charges direct to the railroad company.

4. The Warehouses sometimes prepay the freight charges on outbound shipments and later collect the amount of those charges from the owner of the goods or his agent.

[fol. 847] COMPLAINANTS' EXHIBIT No. 37-F

I. C. C. Dockets 20968, etc.

Witness: Morgan

Industrial Cold Storage and Warehouse Company

The several classes of traffic, customers and rate payers involved in the handling of freight, transported by railroad, at warehouses operated by the Industrial Cold Storage and Warehouse Company at Philadelphia, Pa. are as follows:

Part I

Traffic

The inbound traffic is of the following classes:

1. Carload freight, transported at carload rates, delivered by the railroads to the Warehouse Company and then distributed in less-than-carload lots by the Warehouse Company.

2. Carload freight, transported at carload rates, reshipped in carloads by the Warehouse Company. (This is exceptional.)

3. So called ferry cars of freight, transported at l. c. l. rates, (consolidated with other shipments) distributed by the Warehouse Company in l. c. l. lots or reshipped in carloads by the Warehouse Company.

The outbound traffic is of the following classes:

1. L. c. l. freight shipped by the Warehouse Company by railroad, express, parcel post or truck.

2. Carload freight shipped by the Warehouse Company from storage. (This is exceptional.)

3. So called ferry cars made up of numerous l. c. l. shipments loaded by the Warehouse Company and then card billed by it to the railroad transfer stations.

[fol. 848] 4. Freight received by the Warehouse Company by truck for assembly into, and shipment in carloads.

Part II

Customers

1. There are a large number of manufacturers, wholesalers, and brokers who operate plants and manufacture, or in other manners assemble, goods at points outside of Philadelphia. They ship their goods to the Warehouse Company at Philadelphia in carloads at carload rates and there use warehouse distribution in accomplishing the sale and distribution of their goods. They do not have land, structures or other property in Philadelphia suitable for, or adapted to, acceptance of delivery of carload shipments by the railroads at Philadelphia and, therefore, they use the warehouse service afforded by the Warehouse Company as a substitute therefor.

2. Manufacturers and retail dealers located in Philadelphia or nearby points, who purchase their goods in carloads and store same with the Warehouse Company for certain periods, during which they withdraw the goods in truck loads or l. c. l. lots at times suiting their business needs.

3. Brokers, commission merchants, sales agents and dealers located in Philadelphia, who have offices in Philadelphia devoted to soliciting, selling and accounting activities.

Those included in Classes 2 and 3 are not equipped with facilities needed for the removal of carloads of goods from the railroad cars, and have no facilities, or inadequate facilities, for the storage of the goods during the period attending sale or distribution of the goods.

4. Various business concerns in Philadelphia, who may have facilities for unloading and storing carloads of mer- [fol. 849] chandise, but who do not have cold storage or suitable refrigeration facilities needed to protect perishable foodstuffs in which they deal.

Part III

Rate Payers

The persons who pay the railroad freight charges on shipments handled at warehouses of the Industrial Cold

Storage and Warehouse Company are of the following classes:

1. Consignors of inbound carload shipments who, at points of origin of the shipments outside of Philadelphia, prepay the freight charges on such shipments.

2. The Warehouse Company pays the freight charges on some of the inbound carload shipments and collects same, with warehouse charges, from the consignors.

3. The Warehouse Company pays the freight charges on some of the inbound carload shipments and collects same, with warehouse charges, from the local dealer, broker or manufacturer.

4. Local dealers and manufacturers or agents of the consignors sometimes pay the freight charges direct to the railroad company.

5. The Warehouse Company sometimes prepays the freight charges on outbound shipments and later collects the amount of those charges from the owner of the goods or his agent.

[fol. 850] COMPLAINANTS' EXHIBIT No. 38

I. C. C. Docket No. 20968, Sub. 1 and Sub. 2

Witness: —— ——

Excerpts from the testimony of Mr. E. P. Bates, Assistant Freight Traffic Manager, Pennsylvania Railroad Company, on July 9, 1927, in McCormick Warehouse Company v. Pennsylvania Railroad Company, Interstate Commerce Commission Docket No. 15445.

The page numbers as stated here refer to the pages of the transcript of that testimony.

Pages 406, 407, and 408

Q. Now, when the Commission's decision was received, did our company take any affirmative action as a result of that decision with reference to this situation?

A. We did.

Q. What was that, sir, and what was the reason for it?

A. Immediately following the decision of the Commission in January, 1925, we, based on the opinion of the Commission, endeavored to make it clear that the arrangements should be carried out strictly in accordance with the views expressed by the Commission in their opinion.

Q. What particular feature are you now referring to, Mr. Bates?

A. Referring to the feature of the payment of the allowance to the Terminal Warehouse Company for service performed.

Q. Have you the opinion before you?

A. Yes.

Q. Will you please state very briefly what particular passage it was that required action?

A. On page 308:

"If, as the record indicates is the case in some instances, allowances are made to the contract warehouses for unload- [fol. 851] ing shipments of which they are the consignees or for loading shipments of which they are the consignors, such allowances must be published and filed with us and made available to all shippers furnishing a like facility or performing a like service of transportation in connection with their traffic."

Q. That was the passage?

A. That was the passage that we had in mind.

Q. At that time did the tariff restrict the allowance so as to prevent its payment on traffic consigned to or by the Terminal Warehouse Company?

A. It did not.

Q. And was that change which has been referred to in Exhibit 20, for instance, incorporated in the tariff subsequent to the previous hearing?

A. Yes, that was published in tariff GO-I. C. C. 14400, effective February 20, 1926.

Q. And was that insertion in the tariff due to the developments in this case?

A. Yes. Following the decision of the Commission in January, 1925, we had considerable correspondence back and forth regarding the matter, and in view of the fact that the arangements covered several points, like Baltimore, Philadelphia, Washington, etc., we wanted to clear the

tariffs, and it was not until the latter part of 1925 when we got it in shape for tariff publication.

[fol. 852] Q. Did you after this decision was rendered and after the matter was receiving that attention, take steps to see that the injunction of the Commission was observed in this respect?

A. We wrote letters and instructions calling attention to the matter with the idea of seeing that the finding of the Commission governed in the use of the tariff in question.

Page 414

Q. Have you prepared copies of these letters that were written after the Commission's decision with a view to seeing that what we did was, as we understand it, in conformity with the Commission's injunction in that passage that you read?

A. Yes, sir.

Q. Will you kindly produce those copies?

A. Yes.

Mr. Bikle: Mr. Hickey will doubtless wish to look over these, but I would like to offer these letters which are attached together, as simply one exhibit. They comprise, I think, eight or nine letters.

I may say for Mr. Hickey's information that our purpose in offering them is not to prove any facts that may be therein referred to or any interpretation of the situation that may be referred to, but to bring to the attention of the Commission that we made honest efforts to try to see that what we did was in conformity with the Commission's conclusions.

Mr. Hickey: With that understanding I will make no objection. Of course it would take me an hour to read [fol. 853] these letters, and I won't ask you to take that time now.

Mr. Bikle: That is our purpose.

Examiner Jewell: They will be received as one exhibit.

(The papers referred to were received in evidence, marked "Defendants' Exhibit No. 22, witness Bates", and the same is forwarded herewith.)

NOTE.—Each of the letters is identified at pages 415 and 416 of the transcript.

[fol. 854] EXHIBIT No. 38-A

Copy

Philadelphia, Pa., Dec. 12, 1925.

Desk "S", File R. F. 812-3.
Allowances to Warehouse Companies.

Mr. T. W. Preston, Division Freight Agent, Baltimore, Md.

DEAR SIR: Inclosed herewith is copy of memorandum of meeting held in office of Attorney General Bikle, December 2nd, in connection with the question of allowances to Warehouse Companies, etc.

You will observe that in view of the decision of the Interstate Commerce Commission in the McCormick Warehouse Company Case No. 15445, it is necessary for us to correct our allowance tariff No. G. O. I. C. C. 14358 to provide that no allowances will be made on traffic consigned to or by this storage or terminal warehouse companies.

We have had up this question with the Philadelphia warehouse people who have expressed themselves as agreeable to the proposed change. Shall be glad if you will arrange to interview the Terminal Warehouse Co. of Baltimore, Md., and the Terminal Refrigerating and Warehousing Co., of Washington, D. C., and explain to them that this action is not any attempt to change our relationship with them, or to curtail their revenue, but it is necessary to comply with the decision of the Commission in the afore-mentioned case, in which the Commission held that no allowance could be paid to the warehouse company where it was either shipper or consignee, unless similar allowances were paid to ship-

[fol. 855] pers or consignees performing like services, and unless the action suggested above is taken we will be subject to demands for allowances to individual shippers and consignees for loading or unloading.

This action of course will be uniform to all warehouses to which allowances are now made.

Please favor me promptly with a report of your interviews.

Very truly yours, A. J. Ball (B.), General Freight Agent.

FHB-jm.

[fol. 856] EXHIBIT No. 38-B

Copy

February 24, 1925.

I. C. C. Docket No. 15445—McCormick Warehouse Co. vs. Railroads.

Mr. E. S. Neilson, Division Freight Agent, Baltimore, Md.

DEAR SIR: I duly received your letter of February 17th, file 41-F-6, Desk A, relative to the above proceeding.

Based on the inquiry contained in your letter, I took this matter up further with General Attorney Bikle, and for your information enclose copy of his reply, in duplicate, one copy of which you may desire to hand to Mr. Lippincott.

You will note Mr. Bikle is clearly of the opinion that "the fact that the Terminal Warehouse Company is not the owner of these shipments does not affect the question", and that if we wish "to protect our interests, it is essential that the Terminal Warehouse Company should discontinue acting as the consignor or the consignee of shipments."

It would, therefore, seem necessary that the question be taken up further with the Terminal Warehouse Company, in order to accomplish the arrangement referred to in my letter to you of the 13th instant.

Yours very truly, J. B. Large, Freight Traffic Manager.

[fol. 857] EXHIBIT No. 38-C

Copy.

February 13, 1925.

I. C. C. Docket No. 15445—McCormick Warehouse Co. vs. Railroads.

Mr. E. S. Neilson, Division Freight Agent, Baltimore, Md.

DEAR SIR: The decision of the Interstate Commerce Commission in the above proceeding contains the following statements:

"If, as the records indicates is the case in some instances, allowances are made to the contract warehouses for unloading shipments of which they are the consignees or for loading shipments of which they are the consignors, such allowances must be published and filed with us and made available to all shippers furnishing a like facility or performing a like service of transportation in connection with their traffic."

As you are well aware, we already provide clearly by tariff publication for the allowances to the Terminal Warehouse Co., so that no action in this respect is necessary upon our part; however, I think it important that you immediately bring this matter to the attention of the Terminal Warehouse Co., so that they may promptly make arrangements to have their patron discontinue the billing of shipments to the warehouse company, and in lieu thereof, have the shipments billed to specific consignees, "care of the warehouse company", taking similar action with regard to outbound shipments, which the warehouse company may handle for account of their patrons.

[fol. 858] For your personal information, I have to advise that the B. & O. R. R. are taking similar action with regard to shipments handled by the B. & O. Warehouses.

Yours very truly, J. B. Large, Freight Traffic Manager.

[fol. 859] COMPLAINANTS' EXHIBIT No. 39

I. C. C. Docket No. 20968

Witness: Oberg

Rates on Various Commodities to Philadelphia, Pa., Pennsylvania Railroad Delivery

Commodities	From	Rates in cents per 100 pounds L. C. L.	Rates in cents per 100 pounds C. L.	C. L. Min. wt.	Tariff reference
Automobile Tires, Rubber	Akron, Ohio	99	65	20,000	A
Canned Fruit, in tin	San Francisco, Cal.	398	105	60,000	B
" " in glass.		480	105	60,000	B
Grain Products (Postum Cereals)	Battle Creek, Mich.	58½	34½	40,000	C
Coca Cola, in glass or in bulk in barrels	Atlanta, Ga	122	81	30,000	D
Dry Batteries, Electric.	Madison, Wis.	130½	68½	30,000	E
Flour, in barrels or cloth bags	Minneapolis, Minn.	95½	41½	40,000	G
Ginger Ale, in glass or in bulk in barrels	New York, N.Y.	28½	19½	30,000	F
Mineral Water, in bottles packed in boxes or bbls.	Hot Springs, Ark.	199	99	30,000	H
Oil Stoves	Cleveland, Ohio	65	38	24,000	A
Paint, in bulk in barrels	" "	45	38	36,000	A
" in tin, in boxes or barrels	" "	65	38	36,000	A
Transformers, Electric.	Milwaukee, Wisc.	140	54½	30,000	E

Explanation of Tariff References:

A—Penns. R. R., I. C. C., F-1970.
B—Agent H. G. Toll, I. C. C., 1190.
C—Agent B. T. Jones, I. C. C., 1976, 2046.
D—Agent J. H. Glenn, I. C. C., A-602.
E—Agent B. T. Jones, I. C. C., 1976.
F—Penns. R. R., GO-I. C. C., 14065.
G—C. M. & St. P., I. C. C., B-4862, Agent B. T. Jones, I. C. C., 1976 and 2046.
H—Agent Johanson, I. C. C., 2008.

(Here follow Exhibits Nos. 42, 43, 44, 45, 46, and 47, side folios 860-868)

EXHIBIT No. 42

RALPH EARLE

M. J. GOEHL
W. T. JUSTICE
H. B. HIGMAN

Pennsylvania Warehousing and Safe Deposit Co.

BANKING HOUSE: NOS. 111 AND 113 SOUTH THIRD STREET

CAPITAL AND SURPLUS OVER . . . $1,000,000

ADDRESS ALL COMMUNICATIONS TO THE COMPANY

Chicago Jewelers Tool Works,
10 South Wabash Avenue,
Chicago, Ill.

PHILADELPHIA
June 16, 1928.

Gentlemen:

Replying to your inquiry of the 14th instant, we beg to submit our storage rates on Machines measuring 48x24x24" weighing approximately 300 pounds each, as follows:

50¢ per crate the first month and 35¢ per crate each month thereafter or fractional part thereof.

We propose to store your Machines in our 23rd Street Stores, 224-228 No. 23rd Street, which is directly served by the Baltimore & Ohio Railroad Company, therefore, your carload shipments should be consigned to us as follows:

In care of - Pennsylvania Warehousing and
Safe Deposit Company,
23rd Street Stores,
Baltimore & Ohio Delivery,
Philadelphia.

On carload shipments arriving in the warehouse as above mentioned we allow you two days free storage not including the day of arrival, Sundays or Legal Holidays. In other words, there will be no charge whatsoever for the number of crates removed from the warehouse within the prescribed two days free storage time, and our storage charge as mentioned above would only apply for the number of crates remaining in the warehouse after the expiration of the free storage period.

We can make out of town shipments in any quantity from this warehouse via either the Baltimore & Ohio Railroad or Reading Company, thus eliminating the outgoing cartage expense, and all that we require with your shipping orders is bills of lading in triplicate, we will mark or stencil the crates at our expense.

Counties, 27 Acres of Floor Space

TRACK CONNECTION

Pennsylvania Tobacco Store, Bonded—Front, Water and Pine Streets, Reading Company and Baltimore & Ohio Railroad.

Sixteenth Street Stores—Sixteenth and Caldwell Streets, Reading Company delivery.

Port Richmond Stores—Richmond and Cumberland Streets, Reading Company delivery.

Pennsylvania Stores, Bonded and Free—Front, Lombard and Water Streets, Reading Company and Baltimore & Ohio Railroad.

Delaware Avenue Stores, Nos. 1, 2, 3 and 4—Delaware Avenue, Pine, Water and Lombard Streets, Reading Company and Baltimore & Ohio Railroad.

Miss Phillips Stores—Delaware Avenue, Swanson and Fairmount Streets, Reading Company and Baltimore & Ohio Railroad.

Twenty-third Street Stores—216-228 North Twenty-third Street, Baltimore & Ohio delivery.

Harbor Building—rear 216-228 North Twenty-third Street, Baltimore & Ohio delivery.

Poplar Street Stores—Delaware Avenue and Poplar Street, Reading Company delivery.

West India Stores, Bonded—Delaware Avenue, Columbia and Swanson Streets.

Atlantic Stores, Bonded—Delaware Avenue, Columbia and Swanson Streets.

Cartage and Transportation Dept. —726-734 S. Swanson Street.

Warehouse for storage of Household Merchandise.

Warehouse is also connected to Delaware River Piers.

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It might interest you to know that we operate a fleet of motor trucks, which are placed at the disposal of our customers, and if we can be of any service to you in this connection we will be pleased to quote you our hauling rates for city deliveries as per Zone Map, which we herewith enclose.

We also enclose a small photograph of our Garage showing some of the transportation equipment of our fleet of motor trucks, which were available at the time the picture was taken.

We notify customers promptly upon arrival of cars, thus enabling them to withdraw their merchandise immediately if desired.

Assuring you that any business entrusted to our care will receive our very best attention, we remain,

Yours very truly,

W E MacGregor

Assistant General Sup't.

WEM/m.
Enclosures.

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EXHIBIT No. 43

PRESIDENT
RALPH EARLE
SECRETARY & TREASURER
EDWARD W. OESCHER
ASST. SECRETARY
S. McELROY

GENERAL SUPERINTENDENT
RALPH EARLE
ASSISTANT GENERAL SUPERINTENDENTS
M. J. GOEHL
W. T. JUSTICE
H. B. HIGMAN

Pennsylvania Warehousing and Safe Deposit Co.

BANKING HOUSE: NOS. 111 AND 113 SOUTH THIRD STREET

CAPITAL AND SURPLUS OVER . . $1,000,000

CABLE ADDRESS WAREHOUSE

ADDRESS ALL COMMUNICATIONS TO THE COMPANY

George Steer & Sons,
434 So. Dearborn Street,
Chicago, Ill.

PHILADELPHIA
June 22, 1928.

Gentlemen:

We are in receipt of your favor of the 19th instant, for which please accept our thanks.

We beg to advise that our storage rates on Electric Signs in crates measuring 30x6x10" weighing approximately 20 pounds each, are as follows:

3¢ per crate the first month and 2¢ per crate each month thereafter or fractional part thereof.

We propose to store your Signs in our 23rd Street Stores, 224-228 No. 23rd Street, which is directly served by the Baltimore & Ohio Railroad Company, therefore, your carload shipments should be consigned to us as follows:

In care of - Pennsylvania Warehousing and
Safe Deposit Company,
23rd Street Stores,
Baltimore & Ohio Delivery,
Philadelphia.

On carload shipments arriving in the Warehouse as above mentioned we allow you two days free storage, not including the day of arrival, Sundays or Legal Holidays. In other words, there will be no charge whatsoever for the number of crates removed from the warehouse within the prescribed two days free storage time, and our storage charge as mentioned above would only apply for the number of crates remaining in the warehouse after the expiration of the free storage period.

It might interest you to know that we operate a fleet of motor trucks, which are placed at the disposal of our customers, and if we can be of any service to you in this connection we will be pleased to quote you our hauling rates for City deliveries, as per Zone Map, which we herewith enclose.

Capacity, 37 Acres of Floor Space

TRACK CONNECTION

Pennsylvania Tobacco Store, Bonded—Front, Water and Pine Streets. Reading Company and Baltimore & Ohio Railroad.

Sixteenth Street Store—Sixteenth and Callowhill Streets. Reading Company delivery.

Port Richmond Store—Richmond and Cambria Streets. Reading Company delivery.

Pennsylvania Stores, Bonded and Free - Front, Lombard and Water Streets. Reading Company and Baltimore & Ohio Railroad.

Delaware Avenue Stores, Nos. 1, 2, 3 and 4—Delaware Avenue, Pine, Water and Lombard Streets. Reading Company and Baltimore & Ohio Railroad.

Moro Phillips Store—Delaware Avenue, Swanson and Fairwater Streets. Reading Company and Baltimore & Ohio Railroad.

Twenty-third Street Store—216-228 North Twenty-third Street. Baltimore & Ohio delivery.

Harlan Building rear 218-222 North Twenty-third Street. Baltimore & Ohio delivery.

Poplar Street Store—Delaware Avenue and Poplar Street. Reading Company delivery.

West Indie Stores, Bonded—Delaware Avenue, Cathcart and Swanson Streets.

Atlantic Stores, Bonded—Delaware Avenue, Cathcart and Swanson Streets.

Garage and Transportation Dept. —756-774 S. Swanson Street.

Warehouse for storage of Hazardous Merchandise.

Warehouses in close proximity to Delaware River Piers.

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PENNSYLVANIA WAREHOUSING AND SAFE DEPOSIT CO.

George Steer & Sons. 2.

Page No.___.

We also enclose a small photograph of our Garage showing some of the transportation equipment of our fleet of motor trucks, which were available at the time the picture was taken.

If there is any further information desired, please do not hesitate to advise us.

Assuring you that any business entrusted to our care will receive our very best attention, we remain,

Yours very truly,

W E Macgregor

Assistant General Sup't.

WEM/m.
Enclosures.

EXHIBIT No. 44

GEORGE H. EARLE, JR — E. W. DESCHER — M. J. GOEHL
RALPH EAGLE — S. H. McELROY — W. T. JUSTICE, W. S. HIGMAN

Pennsylvania Warehousing and Safe Deposit Co.

BANKING HOUSE: NOS. 111 AND 113 SOUTH THIRD STREET

CAPITAL AND SURPLUS OVER $1,000,000

ADDRESS ALL COMMUNICATIONS TO THE COMPANY

PHILADELPHIA
June 18th
1928

Alcazar Range and Heater Co.,
Cleveland Ave., 1st to 4th Ave.,
Milwaukee, Wisc.

Att'n Mr. C.J. Westwood

Gentlemen:-

We are in receipt of your favor dated June 16th, regarding storage, handling and cartage charges on stoves weighing from 300 pounds to 400 pounds and measuring approximately 55 inches by 32 inches by 54 inches, and beg to advise that our rates are as follows: Storage, fifty cents per crate the first month and forty cents per crate each succeeding month or fractional part thereof.

We would propose storing these stoves in our Twenty-Third Street Stores, which is served directly by the Baltimore and Ohio Railroad, and carloads intended for this warehouse should be consigned as follows: Care of Pennsylvania Warehousing & Safe Deposit Company, 23rd Street Stores, Philadelphia, Pa., Baltimore & Ohio Railroad Delivery.

On Carload shipments arriving in this warehouse routed as above we allow two days free storage, not including the day of arrival, sundays or legal holidays; in other words, there is not storage charges on goods removed during this two days free time, and charge is only made for the part of shipment remaining in the warehouse.

We can make out of town shipments from this warehouse, via the railroads without cost to you, thus eliminating the out-bound cartage charge.

Our rates for trucking as per zone map inclosed is thirty-five cents per crate in zone one, with a minimum of fifty cents. Fifty cents per crate in zone two. Sixty cents per crate in zone three, with a minimum of $1.00 and seventy-five cents in zone four with a minimum of $1.00. As zones # 2, 3 and # 4 also cover points in New Jersey, the ferry charge is in addition to the rates quoted above.

Thanking you for this opportunity to quote our rates and assuring you any business intrusted to us will have our most careful attention, we remain

Very truly yours,

W. T. Justice

Assistant Gen'l Superintendent

WTJ:M
enc.

Capacity, 39 Acres of Floor Space

TRACK CONNECTIONS

Pennsylvania Terminal Stores, Bonded—Front, Water and Pine Streets. Reading Company and Baltimore & Ohio Railroad.

Sixteenth Street Stores—Sixteenth and Callowhill Streets. Reading Company delivery.

Port Richmond Stores—Richmond and Cumberland Streets. Reading Company delivery.

Pennsylvania Stores, Bonded and Free—Front, Lombard and Water Streets. Reading Company and Baltimore & Ohio Railroad.

Delaware Avenue Stores, Nos. 1, 2, 3 and 4—Delaware Avenue, Pine, Water and Lombard Streets. Reading Company and Baltimore & Ohio Railroad.

Moore Phillips Stores—Delaware Avenue, Sequoia and Fairwater Streets. Reading Company and Baltimore & Ohio Railroad.

Twenty-third Street Stores—216-226 North Twenty-third Street. Baltimore & Ohio delivery.

Poplar Street Stores—Delaware Avenue and Poplar Street. Reading Company delivery.

West India Stores, Bonded—Delaware Avenue, Cohocksink and Sequoia Streets.

Atlantic Stores, Bonded—Delaware Avenue, Cohocksink and Sequoia Streets.

Garage and Transportation Dept.—716-774 S. Sequoia Street.

Warehouses for storage of Household Merchandise.

Warehouses in close proximity to Delaware River Piers.

EXHIBIT No. 45

RALPH EARLE
EDWARD W. O'BRIEN
J. McELROY

RALPH EARLE
M. J. SOEHL
W. T. JUSTICE
H. B. MAN

Pennsylvania Warehousing and Safe Deposit Co.

BANKING HOUSE: NOS. 111 AND 113 SOUTH THIRD STREET

CAPITAL AND SURPLUS OVER . . . $1,000,000

ADDRESS ALL COMMUNICATIONS TO THE COMPANY

PHILADELPHIA

Boger & Company,
246 Chestnut Street,
Philadelphia, Pa.

May 31, 1923

Gentlemen:

We beg to confirm storage rates quoted you on bales of Cotton weighing approximately 500 pounds each, as follows:

35¢ per bale the first month and 20¢ per bale each month thereafter or fractional part thereof.

We propose to store the Cotton in either our Moro Phillips or Delaware Avenue Stores, therefore, carload shipments should be consigned to us as follows:

In care of - Pennsylvania Warehousing and
Safe Deposit Company,
Delaware Avenue Stores,
Reading or Baltimore & Ohio
Delivery, Philadelphia.

On carload shipments arriving in the Warehouse as above mentioned we allow you two days free storage, not including the day of arrival, Sundays or Legal Holidays. In other words, there will be no charge whatsoever for the number of bales removed from the Warehouse within the prescribed two days free storage time, and our storage charge as mentioned above would only apply for the number of bales remaining in the Warehouse after the expiration of the free storage period.

Assuring you that any business entrusted to our care will receive our very best attention, we remain,

Yours very truly,

W E MacGregor

Assistant General Supt.

WEM/m.

TRACK CONNECTION

Pennsylvania Tobacco Stores, Bonded—Front, Water and Pier Streets. Reading Company and Baltimore & Ohio Railroad.

Seventh Street Stores—Seventh and Callowhill Streets. Reading Company delivery.

Pier Richmond Stores—Richmond and Cumberland Streets. Reading Company delivery.

Pennsylvania Stores, Bonded and Free—Front, Lombard and Water Streets. Reading Company and Baltimore & Ohio Railroad.

Delaware Avenue Stores, Nos. 1, 2, 3 and 4—Delaware Avenue, Pier, Water and Lombard Streets. Reading Company and Baltimore & Ohio Railroad.

Moro Phillips Stores—Delaware Avenue, Swanson and Federal Streets. So. Bay Company and Baltimore & Ohio Railroad.

Twenty-third Street Stores—216-226 North Twenty-Third Street. Baltimore & Ohio delivery.

Harbor Building near 216-222 North Twenty-third Street. Baltimore & Ohio delivery.

Poplar Street Stores—Delaware Avenue and Poplar Street. Reading Company delivery.

West Side Stores, Bonded—Delaware Avenue, Catharine and Swanson Streets.

Atlantic Stores, Bonded—Delaware Avenue, Catharine and Swanson Streets.

Cartage and Transportation Dept. —716-720 S. Swanson Street.

Warehouses for storage of Hazardous Merchandise.

Warehouses in close proximity to Delaware River Piers.

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EXHIBIT No. 46

RALPH EARLE
EDWARD W. OESCHER
S. H. McELROY

RALPH EARLE
M. J. GOBEL
W. T. JUSTICE
H. B. HIGMAN

Pennsylvania Warehousing and Safe Deposit Co.

BANKING HOUSE: NOS. 111 AND 113 SOUTH THIRD STREET

CAPITAL AND SURPLUS OVER . . $1,000,000

ADDRESS ALL COMMUNICATIONS TO THE COMPANY

Hunter Fan and Motor Company,
800 North Delaware Avenue,
Philadelphia, Pa.

PHILADELPHIA
May 18, 1928.

Attn:-Mr. Joseph A. Zavorski

Gentlemen:

Replying to your letter of the 16th instant, we beg to submit our storage and hauling rates on Electric Fans, as follows:

Fans weighing 10 to 30 pounds.
3¢ per fan the first month and 2¢ per fan each month thereafter.
Fans weighing 30 to 65 pounds.
5¢ per fan the first month and 4¢ per fan each month thereafter.

Our storage rates are based on monthly periods or fractional part thereof.

Our hauling rates covering the various Zones, as per Zone Map, which we herewith enclose, are as follows:

Zone-1.
5¢ per fan with a minimum charge of $1.00 for each delivery.
Zone-2.
7¢ per fan with a minimum charge of $1.50 for each delivery.
Zone-3.
8¢ per fan with a minimum charge of $2.50 for each delivery.
Zone-4.
10¢ per fan with a minimum charge of $2.50 for each delivery.
Zone-5.
10¢ per fan with a minimum charge of $3.00 for each delivery.

As Zones 2, 3, 4 and 5 also include deliveries to Camden on our Zone Map, the above rates will apply, plus the ferriage charge.

We propose to store your Fans in

866

Capacity, 37 Acres of Floor Space

TRACK CONNECTION

Pennsylvania Tobacco Store, Bonded—Front, Water and Pine Streets, Reading Company and Baltimore & Ohio Railroad.

Sixteenth Street Store—Sixteenth and Caldwell Streets, Reading Company Siding.

Port Richmond Store—Richmond and Cumberland Streets, Reading Company Siding.

Pennsylvania Steam, Bonded and Free—Front, Lombard and Water Streets, Reading Company and Baltimore & Ohio Railroad.

Delaware Avenue Stores, Nos. 1, 2, 3 and 4—Delaware Avenue, Pine, Water and Lombard Streets, Reading Company and Baltimore & Ohio Railroad.

Main Phillips Store—Delaware Avenue, Sansom and Penn Streets, Reading Company and Baltimore & Ohio Railroad.

Twenty-third Street Store—216-220 North Twenty-Third Street, Baltimore & Ohio Railroad.

Harbor Building and 214-220 North Twenty-third Street, Baltimore & Ohio Railroad.

Poplar Street Store—Delaware Avenue and Poplar Street, Reading Company Siding.

West India Store, Bonded—Delaware Avenue, Cohocksink and Sycamore Streets.

Atlantic Store, Bonded—Delaware Avenue, Cohocksink and Sycamore Streets.

Cartage and Transportation Department—730-774 S. Swanson Street.

Warehouses for storage of Household Merchandise.

Warehouses in close proximity to Delaware River Piers.

our Delaware Avenue Stores, therefore, your carload shipments should be consigned to us as follows:

In care of - Pennsylvania Warehousing and
Safe Deposit Company,
Delaware Avenue Stores,
Reading or Baltimore & Ohio
Delivery, Philadelphia.

On carload shipments arriving in the Warehouse as above mentioned we allow you two days free storage, not including the day of arrival, Sundays or Legal Holidays. In other words, there will be no charge whatsoever for the number of fans removed from the warehouse within the prescribed two days free storage time, and our storage charge as mentioned above would only apply for the number of fans remaining in the warehouse after the expiration of the free storage period.

We can make out of town shipments in any quantity from our Delaware Avenue Stores via either the Reading, Baltimore and Ohio or Pennsylvania Railroads, thus eliminating the outgoing cartage charge. We will mark or stencil the packages at our expense.

We enclose, herewith, a small photograph of our Garage showing some of the transportation equipment of our fleet of motor trucks, which were available at the time the picture was taken.

Trusting that we will be favored with your business, which will receive our very best attention, we remain,

Yours very truly,

W E Macgregor

Assistant General Sup't.

WEM/m.
Enclosures.

EXHIBIT No. 47

RALPH EARLE

EDWARD W. ROTCHER

E. W. McELROY

RALPH EARLE

M. J. GOEHL
W. T. JUSTICE
H. B. HIGMAN

Pennsylvania Warehousing and Safe Deposit Co.

BANKING HOUSE: NOS. 111 AND 113 SOUTH THIRD STREET

CAPITAL AND SURPLUS OVER $1,000,000

ADDRESS ALL COMMUNICATIONS TO THE COMPANY

Mr. Robert Harrison,
877 Drexel Building,
Philadelphia, Pa.

PHILADELPHIA

June 4, 1928.

Dear Sir:

We beg to confirm storage rate quoted you recently on 50 and 24 pound cartons of flour, as follows:

50 lb. cartons - 2½¢ per carton per month or fractional part thereof.

24 lb. cartons - 1½¢ per carton per month or fractional part thereof.

These rates are equivalent to 6¢ and 12¢ per barrel.

We propose to store your flour in our Delaware Avenue stores, therefore, your carload shipments should be consigned to us as follows:

In care of - Pennsylvania Warehousing and
Safe Deposit Co.,
Delaware Avenue Stores,
Baltimore and Ohio or
Reading Co. Delivery.

On carload shipments arriving in the Warehouse as above mentioned we allow you two days free storage, not including the day of arrival, Sundays or Legal Holidays. In other words, there will be no charge whatsoever for the number of cartons removed from the Warehouse within the prescribed two days free storage time, and our storage charge as mentioned above would only apply for the number of cartons remaining in the Warehouse after the expiration of the free storage period.

If there is any further information desired, please do not hesitate to advise us.

Assuring you that any business entrusted to our care will receive our very best attention, we remain,

Yours very truly,

WE Mackenzie
Assistant General Sup't.

WEM/m.

868

Capacity, 37 Acres of Floor Space

TRACK CONNECTION

Pennsylvania Tobacco Store, Braided Front, Water and Pine Streets. Reading Company and Baltimore & Ohio Railroad.

Second Street Store—North and Callowhill Streets. Reading Company delivery.

Pier Piershared Store—Second and Carlisle Streets. Reading Company delivery.

Pennsylvania Sugar, Braided and Free—Front and Lombard and Water Streets. Reading Company and Baltimore & Ohio Railroad.

Delaware Avenue Stores, Nos. 1, 2, 3 and 4—Delaware Avenue, Pine, Water and Lombard Streets. Reading Company and Baltimore & Ohio Railroad.

Penn Philips Store—Delaware Avenue, Swanson and Pemberton Streets. Reading Company and Baltimore & Ohio Railroad.

Twenty-third Street Store—216-220 North Twenty-third Street. Baltimore & Ohio delivery.

Harbor Building—216-220 North Twenty-third Street. Baltimore & Ohio delivery.

Poplar Street Store—Delaware Avenue and Poplar Street. Reading Company delivery.

West India Store, Braided—Delaware Avenue, Cedar and Swanson Streets.

Atlantic Store, Braided—Delaware Avenue, Cedar and Swanson Streets.

Garage and Transportation Dept.—716-724 S. Swanson Street.

Warehouse for sugar, Hawaiian Merchandise.

Warehouse in close proximity to Delaware River Piers.

[fol. 869] COMPLAINANTS' EXHIBIT No. 48

I. C. C. Dockets 20968, etc.

List of Customers of the Pennsylvania Warehousing & Safe Deposit Company

Name of concern	Commodity
Eagle-Picher Lead Co.	Paints
Post Products Company	Cereals
Coca-Cola Company	Beverages
California Packing Company	Canned Goods
The Evening Bulletin	Newsprint
Congress Cigar Company	Tobacco
Bayuk Cigars, Inc	Tobacco
Van Camp Products Co.	Food Products
Pratt Food, Company	Poultry Feed
Deft Devices Company	Washing Machines
Horlick's Malted Milk Co.	Malted Milk
Wagner Electric Company	Elec. Motors
Southern Rice Sales Co.	Rice
Mellins Food Company	Baby Foods
Aspegren & Company	Oils
Penna. Sugar Company	Sugar
General Refractories Co.	Fire Brick
Roessler & Hasslacher Chem. Co.	Chemicals
Wright Appliance Co.	Meadows Washing Machines
[fol. 470] Anheuser-Busch, Inc	Corn Products
Industrial & Scientific Inst. Co.	Glass
Staley Sales Corp.	Starches
Hurley Machine Company	Wash. Machines

(Here follow Exhibits Nos. 50 and 51, side folios 871 and 872)

EXHIBIT No. 50

PHILADELPHIA WAREHOUSING AND COLD STORAGE CO.

J. A. GEISZ, PRESIDENT
WM. J. MONTGOMERY, VICE PRESIDENT
W. F. SEEBE, SEC'Y AND TREAS.
J. H. SKILTON, ASST. SEC'Y AND TREAS.

DELAWARE AVENUE, NOBLE, BEACH AND FRONT STREETS

PHILADELPHIA, PA. June 12th, 1928.

The Milk Products Sales Co,
Cleveland,
Ohio.

Gentlemen;-

Replying to your letter of the 11th inst we will be glad to have you use the facilities we have to offer for distribution and storage.

Our storage rate is 65 cents per barrel per month or fraction thereof for a temperature of 33 to 38 degrees.

If the cars are properly consigned in our care via Reading Company, Willow and Noble Streets Station, Philadelphia, we will not make any charge for the delivery if removed within 48 hours after arrival of those cars to be distributed.

Trusting you may find it your advantage to store with us.

Yours truly,

W F Seebe

Secretary.

871

EXHIBIT No. 51

PHILADELPHIA WAREHOUSING AND COLD STORAGE CO.

JUN 1928
RECEIVED
N.W.

J. A. GEISZ, PRESIDENT
WM. J. MONTGOMERY, VICE PRESIDENT
W. F. SEEDS, SECY. AND TREAS.
J. H. SKILTON, ASST. SECY. AND TREAS.

DELAWARE AVENUE, NOBLE, BEACH AND FRONT STREETS

PHILADELPHIA, PA.

June 12th, 1928.

Northern Wisconsin Produce Company,
Manitowoc,
Wis.

Gentlemen;-

We beg to acknowledge the receipt of your letter of the 9th inst. Our rates on eggs are 14 cents per case for the first month and 7 cents per case each additional month.

We have the Storage in Transit privilege but to obtain same application must be made with the Freight Traffic Department. Route your cars via New York Central and Reading Company if you want final New York delivery or for New York and New England via Baltimore and Ohio and Reading Company, Willow and Noble Streets Station, Philadelphia. If cars are routed as above there will not be any charge if delivered within 48 hours after arrival.

Our advances are based on 75 percent of the value, delivered here. The rate of insurance is 81 cent per $100.00 per annum shorter periods at regular tabulated rates.

Yours truly,

W F Seeds

Secretary.

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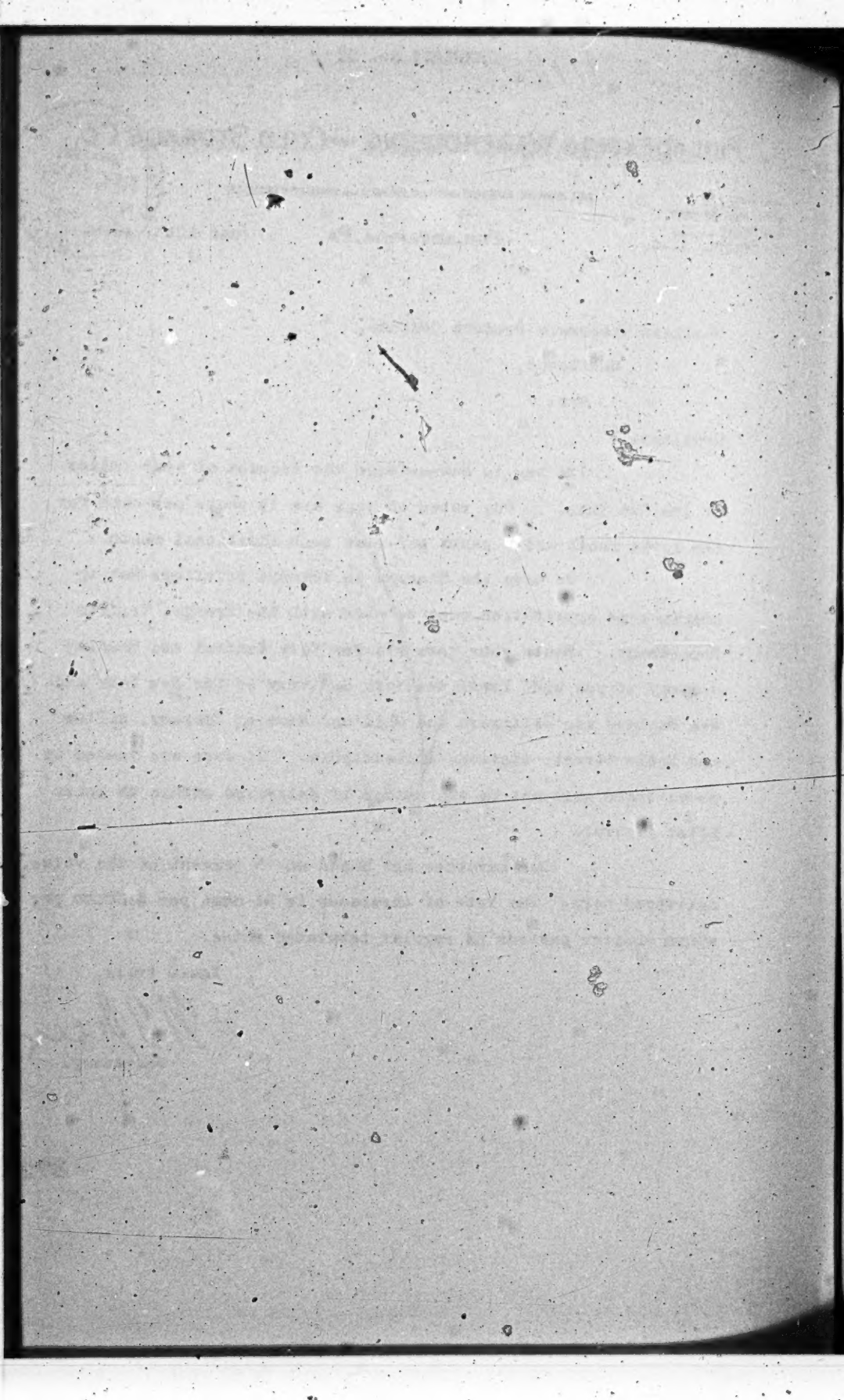

[fol. 873]

EXHIBIT No. 52

Statement of Bills of Pennsylvania Warehousing and Safe Deposit Company

Date of claim	Paid by voucher No.	Date of voucher	Inbound tonnage lbs.	Outbound tonnage lbs.	Total tonnage lbs.	Rate of allowance per ton	Amount paid	Total of voucher	Service at
1927		1927							
Jan. 31	28204	Feb.	1,458,961	.....	.....	$.50	$364.74	.....	23rd St. Stores
"	.....	.....	.....	41,000	.....	"	10.25	.....	"
"	.....	.....	3,396,325	.....	.....	"	848.83	.....	Del. Ave. Stores
"	.....	.....	.....	24,000	4,919,286	"	6.00	$1,229.82	"
Feb. 28	30710	March	1,383,079	.....	.....	"	345.77	.....	23rd St. Stores
"	.....	.....	.....	20,000	.....	"	5.00	.....	"
"	.....	.....	1,633,664	.....	.....	"	408.42	.....	Del. Ave. Stores
"	.....	.....	.....	53,980	3,090,723	"	13.49	772.68	"
March 31	42701	April	1,471,819	.....	.....	"	367.95	.....	23rd St. Stores
"	.....	.....	.....	138,300	.....	"	34.57	.....	"
"	.....	.....	2,344,145	.....	.....	"	586.03	.....	Del. Ave. Stores
"	.....	.....	.....	.....	3,954,264	"	....	988.55	"
April 30	52898	May	1,812,202	.....	.....	"	453.05	.....	23rd St. Stores
"	.....	.....	.....	410,217	.....	"	102.55	.....	"
"	.....	.....	1,754,802	.....	.....	"	438.70	.....	Del. Ave. Stores
"	.....	.....	.....	10,323	3,987,544	"	2.58	996.88	"
May 31	61156	June	1,532,161	.....	.....	"	383.04	.....	23rd St. Stores
"	.....	.....	.....	832,835	.....	"	208.21	.....	"
"	.....	.....	2,164,734	.....	.....	"	541.18	.....	Del. Ave. Stores
"	.....	.....	.....	128,292	4,658,022	"	32.07	1,164.50	"
June 30	72188	July	1,483,322	.....	.....	"	370.83	.....	23rd St. Stores
"	.....	.....	.....	518,290	.....	"	129.57	.....	"
"	.....	.....	1,734,750	.....	.....	"	433.69	.....	Del. Ave. Stores
"	.....	.....	.....	544,125	4,280,487	"	136.03	1,070.12	"
July 30	81468	Aug.	1,957,544	.....	.....	"	489.39	.....	23rd St. Stores
"	.....	.....	.....	658,035	.....	"	164.51	.....	"
"	.....	.....	1,952,898	.....	.....	"	488.22	.....	Del. Ave. Stores
"	.....	.....	.....	66,047	4,634,522	"	16.51	1,158.63	"

EXHIBIT No. 52—Continued

Date of claim	Paid by voucher No.	Date of voucher	Inbound tonnage lbs.	Outbound tonnage lbs.	Total tonnage lbs.	Rate of allowance per ton	Amount paid	Total of voucher	Service at
Aug. 31	94712	Sept.	1,577,987	.....	.....	$.50	394.50	.....	23rd St. Stores
"	....	....	.....	624,415	.....	"	156.10	.....	"
"	....	....	1,648,530	.....	.....	"	412.13	.....	Del. Ave. Stores
"	....	....	.....	.....	3,850,932	"	.....	962.78	"
Sept. 30	101616	Oct.	1,357,619	.....	.....	"	339.40	.....	23rd St. Stores
"	....	....	.....	616,990	.....	"	154.25	.....	"
"	....	....	1,308,475	.....	.....	"	327.12	.....	Del. Ave. Stores
"	....	....	.....	100,908	3,383,992	"	25.23	846.00	"
Oct. 31	114299	Nov.	2,073,841	.....	.....	"	518.46	.....	23rd St. Stores
"	....	....	.....	638,715	.....	"	159.68	.....	"
"	....	....	1,611,357	.....	.....	"	402.84	.....	Del. Ave. Stores
"	....	....	.....	40,340	4,364,253	"	10.09	1,091.07	"
Nov. 30	123964	Dec.	1,925,945	.....	.....	"	481.49	.....	23rd St. Stores
"	....	....	.....	600,835	.....	"	150.21	.....	"
"	....	....	2,790,129	.....	.....	"	697.53	.....	Del. Ave. Stores
"	....	....	.....	241,800	5,558,709	"	60.45	1,389.68	"
1928		1928							
Jan. 4	11234	Jan.	1,536,969	.....	.....	"	384.24	.....	23rd St. Stores
"	....	....	.....	767,630	.....	"	191.91	.....	"
"	....	....	1,289,368	.....	.....	"	322.34	.....	Del. Ave. Stores
"	....	....	.....	804,887	4,398,844	"	201.22	1,099.71	"
Year 1927			43,199,614	7,881,964	51,081,578		$12,770.37	$12,770.37	

[fol. 874]

39—635

Statement of Bills of Pennsylvania Warehousing and Safe Deposit Company

1926		1926							
May 31	54780	May	.....	.....	.....	Monthly minimum	$1.458.33	$1,458.33	
June 30	63420	June	.....	.....	.....	"	1,458.37	1,458.37	
July 31	73264	July	.....	.....	.....	"	1,458.33	1,458.33	
Aug. 31	102309	Oct.	2,232,160	.....	.....	.50 per ton	558.04	.....	23rd St. Stores
"	.....	.....	1,468,962	.....	.....	"	367.24	.....	Del. Ave. Stores
"	.....	.....	.....	.....	3,701,122	"			
Sept. 30	"	"	1,056,461	.....	.....	"	264.12	.....	23rd St. Stores
"	.....	.....	749,748	.....	.....	"	187.43	.....	Del. Ave. Stores
"	.....	.....	.....	100,750	1,906,959	"	25.19	1,402.02	"
Oct. 30	124300	Dec.	1,805,275	.....	.....	"	451.32	.....	23rd St. Stores
"	.....	.....	.....	289,070	.....	"	72.27	.....	Del. Ave. Stores
"	.....	.....	1,372,677	.....	3,467,022	"	343.17	.....	"
Nov. 30	"	"	2,551,175	.....	.....	"	637.79	.....	23rd St. Stores
"	.....	.....	.....	160,500	.....	"	40.13	.....	"
"	.....	.....	1,644,127	.....	.....	"	411.03	.....	Del. Ave. Stores
"	.....	.....	.....	.....	4,355,802	"	.....	1,955.71	
		1927							
Dec. 31	15891	Jan.	1,107,302	.....	.....	"	276.83	.....	23rd St. Stores
"	.....	.....	.....	116,698	.....	"	29.17	.....	"
"	.....	.....	1,453,481	.....	.....	"	363.37	.....	Del. Ave. Stores
"	.....	.....	.....	.....	2,677,481		.....	669.37	"
May 1 to December 31, 1926			15,441,368	667,018	16,108,386		$8,402.13	$8,402.13	

EXHIBIT No. 52—Continued

Date of claim	Paid by voucher No.	Date of voucher	Inbound tonnage lbs.	Outbound tonnage lbs.	Total tonnage lbs.	Rate of allowance per ton	Amount paid	Total of voucher	Service at
[fol. 875]		Statement of Bills of Pennsylvania Warehousing and Safe Deposit Company							
1928		1928							
Jan. 31	23512	Feb.	947,361	.....	.....	$.50	$236.84	.....	23rd St. Stores
"	"	"	.....	506,780	.....	"	149.20	.....	"
"	"	"	1,595,880	.....	.....	"	398.97	.....	Del. Ave. Stores
"	"	"	.....	89,188	3,229,209	"	22.30	807.31	"
March 3	31822	March	1,609,667	.....	.....	"	402.42	.....	23rd St. Stores
"	"	"	.....	452,660	.....	"	113.16	.....	"
"	"	"	1,377,491	.....	.....	"	344.37	.....	Del. Ave. Stores
"	"	"	.....	72,621	3,512,439	"	18.15	878.10	"
April 4	41922	April	1,566,077	.....	.....	"	391.52	.....	23rd St. Stores
"	"	"	.....	758,660	.....	"	189.67	.....	"
"	"	"	1,699,308	.....	.....	"	424.83	.....	Del. Ave. Stores
"	"	"	.....	.....	4,024,045		.....	1,006.02	
May 2	51500	May	1,341,408	.....	.....	"	335.35	.....	23rd St. Stores
"	"	"	.....	586,455	.....	"	146.61	.....	"
"	"	"	1,413,251	.....	.....	"	353.31	.....	Del. Ave. Stores
"	"	"	.....	.....	3,341,117		.....	835.27	
May 31	60796	June	1,142,824	.....	.....	"	285.71	.....	23rd St. Stores
"	"	"	.....	278,892	.....	"	69.72	.....	"
"	"	"	1,430,022	.....	.....	"	357.50	.....	Del. Ave. Stores
"	"	"	.....	40,925	2,892,663	"	10.23	725.16	"
Jan. 1 to May 31, 1928....			14,123,292	2,876,181	16,999,473		4,249.86	4,249.86	
Total May 1, 1926 to May 31, 1928			72,764,274	11,425,163	84,189,437		25,422.36	25,422.36	
less May, June, July 1926			.....	.....	.....		4,375.03	4,375.03	
Aug. 1, 1926 to May 31, 1928			72,764,274	11,425,163	84,189,437		21,047.33	21,047.33	

Agreement dated Aug. 2, 1926.

EXHIBIT NO. 53 603

4065 Jan 12 1897

Agreement

Philadelphia & Reading
Railway Company

— with —

The Pennsylvania Ware-
housing & Safe Deposit Co.

Relative to Sixteenth Street
Stores

Phila. & Reading Railway Co.
Secretary's Office.
Record Papers.
No. 4065

1206

Joseph S. Harris, Edward M. Paxson, Atherton Hay Co. Trustees of

The Philadelphia & Reading Railroad Co

Secretary's Office, Reading Terminal

Philadelphia April 15, 1897.

Gentlemen:-

I inclose herewith for your information, the agreement dated January 12, 1897, between the Philadelphia & Reading Railway Company and the Penna. Warehousing Company, in relation to the 16th Street Stores.

After you have made such notations as you may desire for the purposes of your department, please return the agreement to me.

Yours respectfully,

Secretary.

Mr. C. H. Henderson,
Mr. J. H. Loomis,
Mr. D. Jones.
Mr. S.H.Ball.

Noted 4/19/97

Noted 4/19/97

Noted 4/30/97

877

Philadelphia & Reading Railway Co
Office of the Second Vice President
Reading Terminal

Philadelphia May 4, 1897.

W. R. Taylor, Esq.,
Secretary.

Dear Sir,--

I enclose herewith copy of a letter which Mr. Bail was authorized to write to Mr. Griffith concerning our accounts with the Penna. Warehousing Co. under the contract with them together with copy of Mr. Griffith's reply, which letters should be filed with the contract.

Yours truly,

Second Vice President.

C.O P Y.

PENNSYLVANIA WAREHOUSING AND SAFE DEPOSIT COMPANY.

Philadelphia, April 26th, 1897.

Mr. R. H. Bail,

G. F. A., P. & R. Ry.,

Dear Sir,—

I am in receipt of your favor of the 24th inst., and beg to state it covers my understanding of the matter.

I would suggest that, in order to avoid possible misunderstandings to include general merchandise as well as flour. It is, of course, understood that on shipments to which your Company only receives switching charges, it shall be optional with us whether we shall do the work or not; this is in accordance with the tenor of our lease.

Yours very truly,

Signed, E. B. Griffith,

Treasurer.

607

COPY. PHILADELPHIA, Apr. 24, 1897.

Mr. E. B. Griffiths,

Treas., Penna. W.H.& C.S.Co.,

113 So. 3rd St., Phila.

Dear Sir:

Referring to conversation in Vice-President Henderson's office April 21st, regarding compensation to be allowed your Company on shipments of flour only, which are consigned to your stores, and which are not handled or stored by you; that is, not unloaded and loaded again, but which owners or consignee wish switched or ticketed to deliveries in various districts within the city limits as may from time to time be agreed upon between your company and this company. For such service rendered in way of notification to consignees or owners, collection of charges, etc., etc., we are willing to allow your Company 10 cents per ton, it being understood that this arrangement will apply only on shipments for which this company has received earnings other than switching charges. This is the same arrangement that existed before the present agreement became effective between our respective companies. Will you kindly confirm your understanding of the matter.

Yours truly,

signed B. H. Bail,

Gen. Frgt. Agt.

380

Philadelphia & Reading Railway Co.
Office of the Second Vice President
Reading Terminal
Philadelphia Mar. 25, 1897.

J. D. Campbell, Esq.,
Gen'l Solicitor.

Dear Sir,-

I enclose you herewith contract between the Pennsylvania Warehousing Company and the Philadelphia & Reading Railway Co., together with several letters covering certain changes which become a part of the contract.

Will you kindly see to its execution at the proper time.

Yours truly,

Second Vice-President.

881

609

Philadelphia & Reading Railway Co.
Office of the Second Vice President
Reading Terminal
Philadelphia, March 24th, 1897.

Richard Y. Cook, Esq.,
V.P. Penna. Warehousing & Safe Deposit Co.,
113 So. Third Street, Phila.

Dear Sir,—

I beg to acknowledge receipt of your letter of the 22nd inst., and hereby confirm your understanding as set forth therein.

Yours truly,

Second Vice President.

882

610

Philadelphia & Reading Railway Co

Office of the Second Vice President

COPY.

Reading Terminal

Philadelphia Mar. 18,1897.

Richard Y. Cook, Esq.,

Vice Pres. Penna. W. H. & B. D. Co.,

113 So. 3rd St., Phila.

Dear Sir,-

Referring to your letter of the 5th inst. addressed to J. D. Campbell, Esq., General Solicitor, P. & R. Ry. Co., enclosing form of contract for the lease and operation of the Sixteenth St. Stores socalled, between this Company and your Company, I beg to say on behalf of this Company that the interlineations proposed by you and mentioned in your letter are approved and accepted, that is to say, insert on the 6th page the words "or by the construction of the sub-way", and on the third page the words "by Railway Company".

On the subject of transportation for your agent who will travel and solicit business under the provisions of the contract, it is our understanding that we will furnish free transportation over our own lines, and will make due application for free transportation over connecting lines. We cannot guarantee success from our applications, but will agree to make all proper efforts under the rules, for that purpose.

With this modification of your letter the contract will be satisfactory to us, and will be executed by us as soon as you have made title to the Reading Company. I have you one fair copy for execution on the proper time and retain the other to be executed on our part.

Kindly confirm this modification of your letter.

Yours truly,
signed, C.E.Henderson,
2nd Vice President.

883

611

GEORGE D. EARLE, Jr., President.
RICHARD Y. COOK, Vice-President.
E. H. GRIFFITH, Treasurer and Cash'r Dep't.
C. WILLIAM FOX, Secretary.
DIRECTORS

Pennsylvania Warehousing and Safe Deposit Co.

BANKING HOUSE: NOS. 113 AND 115 SOUTH THIRD STREET.

CAPITAL ISSUED (FULL PAID), $500,000
SURPLUS, $500,000
UNDIVIDED PROFITS, $100,000

Philadelphia, March 22nd, 1897.

G.K.Henderson,Esq., 2nd Vice-President,

Phila. & Reading Railway Co.,

Terminal Sta.,Phila.

Dear Sir:-

I am in receipt of your favor of the 19th inst., and find the same satisfactory. I now understand that by the 60 Ghetts the 16th Street strip under the provisions of the contract covered with your letter dated September, the same being operative as regards all succeeding periods, notwithstanding the same has not been executed by the Trust. I further understand this statement will be signed by all parties thereto as soon as we have made title to the Reading Company for the 16th Street strip, and that we shall have advice from you when you desire the title perfected in yourselves.

Very truly yours,

Rich'd Y. Cook
Vice-President.

P. S. May I ask for an acknowledgement of receipt of this.

684

ALL COMMUNICATIONS TO BE SENT TO 113 SOUTH THIRD STREET.

GEORGE H. EARLE, Jr., President. RICHARD Y. COOK, Vice-President. E. R. GRIFFITHS, Treasurer and Gen'l Supt. C. WILLIAM FUNK, Secretary

DIRECTORS

Pennsylvania Warehousing and Safe Deposit Co.

BANKING HOUSE: NOS. 113 AND 115 SOUTH THIRD STREET.

CAPITAL ISSUED (FULL PAID),	$500,000
SURPLUS,	$500,000
UNDIVIDED PROFITS,	$100,000

Philadelphia, March 8th., 1897.

J.D.Campbell, Esq.,

General Solicitor Philadelphia & Reading Ry.Co.

Dear Sir:-

We enclose you the contract, in which we have only inserted on the sixth page the words, 'or by the construction of the Subway', and on the third page the words, "by Railway Company."

We understand that our agents, who will travel and solicit business, under the provisions of the contract, will be furnished by Railway Company with transportation over its own and connecting lines to their destination.

If you accept these interlineations, with this understanding, we now say that the proposed contract is one entirely acceptable to us, and will be executed by us as soon as the Railway Company is in a position to execute. Any action since January 1st., 1897, will be by us upon the basis of this contract, as if the same were executed.

Yours very truly,

Richard Y. Cook

Vice-President.

6/18/97

885

THIS AGREEMENT, Made this Twelfth day of January A.D.1897, by and between the PHILADELPHIA AND READING RAILWAY COMPANY, hereinafter called the RAILWAY COMPANY, party of the first part, and THE PENNSYLVANIA WAREHOUSING AND SAFE DEPOSIT COMPANY, a corporation of the State of Pennsylvania, hereinafter called the WAREHOUSING COMPANY, party of the second part;

WITNESSETH, That the RAILWAY COMPANY has granted, demised and let, and by these presents does grant, demise and let unto the WAREHOUSING COMPANY for the term of one year, unless this lease is sooner determined by virtue of the provisions hereof, from January 1st, 1897, at the rate of Twelve thousand seven hundred and fifty dollars ($12,750.), to be paid monthly in instalments of $1062.50;

ALL THAT CERTAIN lot or piece of ground, and brick warehouse thereon erected, situate in the Fifteenth Ward of the City of Philadelphia, State of Pennsylvania, bounded and described as follows, to-wit;-

BEGINNING at the northeast corner of Callowhill and Sixteenth streets, thence extending northward along the east side of said Sixteenth street one hundred and ninety-two (192) feet to the South side of Pennsylvania avenue, thence extending eastwardly along the south side of said Pennsylvania avenue one hundred and thirty-seven (137) feet to a point, thence extending southwardly parallel with said Sixteenth street one hundred and ninety-two (192) feet to the north side of said Callowhill street, thence westwardly along the north side of said Callowhill street one hundred and thirty-seven (137) feet to the corner of said Sixteenth street, the place of beginning. Containing six hundred and three one-thousandths (.603) of an acre.

SUBJECT, NEVERTHELESS, to the payment of the said rents so reserved as aforesaid, and to the prompt, full and faithful performance by the WAREHOUSING COMPANY of each of the several covenants and stipulations hereinafter contained and written to be kept and performed by it, and to the right of the RAILWAY COMPANY on the happening of any default hereunder, or at any time on three (3) months notice, to re-enter upon and re-possess the whole of the said demised premises as of its first and former estate as hereinafter provided.

EXCEPTING AND RESERVING, however, out of this demise the right of the RAILWAY COMPANY to demand and require the occupation and use of the demised premises by the WAREHOUSING COMPANY for the handling and storage of merchandise transported and to be transported over the railroads of the RAILWAY COMPANY as hereinafter mentioned and

and described.

TO HAVE AND TO HOLD the said premises to the said WAREHOUSING COMPANY for and during the said term of one year, and thereafter until either of the parties hereto shall have given three (3) months notice to the other of its intention to terminate this lease, unless this lease shall have been sooner determined by virtue of the provisions hereof.

IN CONSIDERATION WHEREOF, the said WAREHOUSING COMPANY hereby covenants and agrees to and with the RAILWAY COMPANY as follows, that is to say:-

FIRST:- To pay to the RAILWAY COMPANY as rent for the demised premises the sum of Twelve thousand seven hundred and fifty dollars ($12,750.) per annum, payable in equal monthly instalments of One thousand sixty-two dollars and fifty cents ($1,062.50), and to be paid monthly on or before the last day of the month for which the same shall accrue, and also to punctually and faithfully pay all taxes National, State, County or City, including water rents, which may at any time during the term of this agreement be levied or assessed against the property hereby demised or upon the improvements thereon erected or the contents thereof, whether the same be assessed against the land or improvements or contents, separately or as a whole.

SECOND:- At all times while in possession of the demised premises, to keep up and maintain, at its own expense, the warehouse thereon, and the machinery therein, in good condition, repair and working order; to establish and maintain therein at all times a sufficient force including superintendence, labor and appliances for the purposes herein set forth; promptly and expeditiously to handle, store, receive and deliver all merchandise or commodities which shall be delivered to said warehouse by the RAILWAY COMPANY for storage and delivery to consignees, or which on the request of the RAILWAY COMPANY shall be deposited at such warehouse by consignors for transportation by said RAILWAY COMPANY, to the full capacity of said warehouse if so much shall be required for said business, including the loading and unloading of all cars; to keep and store such merchandise for the period of ten (10) days, or so much thereof and for so much of said period as shall be required from time to time by the RAILWAY COMPANY; to appoint at least one agent who in addition to the General Superintendent of the WAREHOUSING COMPANY (at present Mr. T. B. Griffiths) shall maintain a careful supervision of the operation of the warehouse; shall solicit consignments over the RAILWAY COMPANY'S lines to warehouse, by mail

and by personal application to local shippers and consignees; and one of whom shall visit Western shippers of flour in September and March of each year, or more frequently if suggested by the RAILWAY COMPANY and approved by the WAREHOUSING COMPANY for the purpose of securing consignments over the lines of the RAILWAY COMPANY to and through said warehouse; to perform all the said services and conduct the whole of the said business in a prompt and efficient manner, without charge or expense to the RAILWAY COMPANY, except as herein otherwise expressly provided.

THIRD:- To make the consignees or consignors no other or greater charge or charges for services rendered in handling, receiving, storing or shipping merchandise than are charged for the time being by other warehousing companies for similar services upon the lines of the Pennsylvania Railroad, or warehousing companies on the lines of the Baltimore and Ohio Railroad, in the City of Philadelphia, unless the consent of the RAILWAY COMPANY to make higher charges shall be given in writing; to pay to the RAILWAY COMPANY when merchandise shall be delivered by it to said WAREHOUSING COMPANY, weekly, all freights and charges due upon said merchandise which shall accrue up to the time of such delivery; it being understood and agreed that for the amount of said charges so paid and until the same are collected from the actual consignees or owners of said merchandise, on delivery of the same to them, the said WAREHOUSING COMPANY shall be entitled to the benefits of a lien on such merchandise and shall have the right and privilege to enforce the same in the name of the said RAILWAY COMPANY to the use of the said WAREHOUSING COMPANY. To keep up a floating policy of insurance, sufficient to cover all property delivered to said WAREHOUSING COMPANY, by RAILWAY COMPANY, so as to meet all claims for losses or damage by fire to consignments while the same are in the custody of the WAREHOUSING COMPANY during a period of ten (10) days, and to apply the insurance money so received to the payment of said claims.

FOURTH:- Not to assign this lease in whole or in part, nor underlet the demised premises or any part or portion of the same, without the written consent of the RAILWAY COMPANY first had and obtained.

FIFTH:- To deliver up peaceable possession of the demised premises to the RAILWAY COMPANY on the first day of January, A.D. 1898, if demanded, or at any time either before or after that date upon receiving three (3) months written notice so to do from the said RAILWAY COMPANY, or at any time upon the demand of the RAILWAY COMPANY upon the happening of any default of the WAREHOUSING COMPANY to keep and

perform any of the covenants of this lease on its part to be kept and performed, notwithstanding the fact that the WAREHOUSING COMPANY may have been paying rent after the expiration of the term hereinbefore created, and but for this covenant would be in possession as tenant from year to year. PROVIDED, HOWEVER, that no determination of the said tenancy shall be effective to require the surrender of possession by the WAREHOUSING COMPANY of so much or such parts of the warehouse as shall be actually occupied by goods and merchandise against which any warehouse receipts shall be outstanding; but all storage charges which shall accrue after the expiration of three months from the date of the termination of this lease, shall be collected by the WAREHOUSING COMPANY, and by it accounted for and paid over to the RAILWAY COMPANY.

AND IN CONSIDERATION OF the said several covenants and of the facilities to be provided and the services to be so performed as aforesaid by the WAREHOUSING COMPANY, the said RAILWAY COMPANY covenants and agrees as follows:-

FIRST:- To construct or cause to be constructed, and to maintain during the [illegible]unce of this agreement, the necessary track connections between its main tracks and the said warehouse. PROVIDED, HOWEVER, that, pending the completion of the changes in the tracks of the RAILWAY COMPANY now being made under contract with the City of Philadelphia, and until permanent track connections into said warehouse can be completed, the necessary labor for loading and unloading cars on the temporary tracks shall be supplied and furnished by the WAREHOUSING COMPANY. PROVIDED, HOWEVER, that the said temporary tracks shall be so laid as to permit cars to be brought thereon to a point within three squares of the said warehouse, when it shall be the duty of the WAREHOUSING COMPANY, in consideration of the terminal charge herein agreed to be paid, to load and unload such cars for all consignors or consignees who shall bring their shipments to and receive their goods from said cars. Should the inability of the RAILWAY COMPANY to deliver cars into the warehouse be prolonged beyond a period of two (2) weeks, the expense of cartage between the cars and the said warehouse shall thereafter be borne by the RAILWAY COMPANY in addition to the other payments herein provided for.

SECOND:- To deliver to the WAREHOUSING COMPANY, during the continuance of this contract, for storage and warehousing only, in cars on said track connections, permanent or temporary, so far as under existing contracts it may be able to do so, all flour which it, the RAILWAY COMPANY, can control, which shall have been trans-

ported over its lines and consigned for delivery to local points in the City of Philadelphia within the district bounded by Broad street on the East, by Girard avenue on the North, by the Schuylkill River on the West and by South street on the South; and all general merchandise (except as hereinafter otherwise provided) which shall have been transported by it for delivery within the said limits which the RAILWAY COMPANY may desire to place in store; to the full capacity of said warehouse (reserving the right to store any excess over the capacity of said warehouse at any other point or place); to constitute and appoint the WAREHOUSING COMPANY as its, the RAILWAY COMPANY'S agent and warehouseman for all such merchandise so delivered by the RAILWAY COMPANY, such agency to extend, however, only to the receipt, storage and delivery of consignments to and from the RAILWAY COMPANY, and to the collection of the freights and charges thereon; but such agency shall not be held or taken to relieve the WAREHOUSING COMPANY from its liability or responsibility as a warehouseman, nor from claims for loss or damage which may arise by reason of its own acts or omissions. PROVIDED, HOWEVER, that the WAREHOUSING COMPANY shall not be required by virtue hereof to receive or keep in store any of the following articles:- Acids, Alcohol, Broom Corn, Cotton, Cotton Wadding or Bats, Hay or Straw, Hemp, Jute, Jute Yarns, Jute Butts, Jute Rejections, Lime, Naval Stores, Oils, Paints, Paper Stock, Rags, Saltpetre, Sisal Grass, Turpentine, Varnish, Whiskey, Nitre or Nitrates; but the WAREHOUSING COMPANY shall nevertheless handle the same or such parts or proportions thereof as will not affect the present rate of insurance, and shall for that purpose receive consignments of the same unless and until it shall notify the RAILWAY COMPANY not to accept consignments thereof through the said warehouse.

THIRD:- To pay to the said WAREHOUSING COMPANY, as a terminal allowance for the facilities so to be afforded and the services so to be rendered as hereinbefore provided, thirty (30) cents per ton, gross or net according to classification, for each and every ton of merchandise received, handled and stored by the WAREHOUSING COMPANY; save and except such merchandise as shall have been shipped to or from the waters of New York Bay, or via New York to or from points beyond, as to which New York traffic the RAILWAY COMPANY shall pay twenty-five (25) cents per ton, gross or net according to classification, for such facilities and services; to make payments of all amounts to accrue under this paragraph during each month, on or before the fifteenth day of the succeeding month. PROVIDED, HOWEVER, that the said payments

shall not be made by the RAILWAY COMPANY in respect of any merchandise transported by it for which it shall have only rendered a switching or transfer service, to or from other lines of railroad or to or from other warehouses, in which case the WAREHOUSING COMPANY may decline to receive such merchandise in any case where it shall be unable to collect said terminal charge from the person or railroad Company offering to send the same to said warehouse.

IT IS FURTHER MUTUALLY COVENANTED AND AGREED by and between the parties hereto as follows, that is to say:-

FIRST:- That, notwithstanding any of the provisions hereof, either party hereto shall have the right and privilege of terminating this contract and the term hereby demised, upon giving to the other three (3) months notice in writing of its intention so to do.

SECOND:- That, immediately at and upon any default of the WAREHOUSING COMPANY well and faithfully to keep and perform any of the several covenants and stipulations herein contained and written by it the said WAREHOUSING COMPANY to be kept and performed, the RAILWAY COMPANY may at its option re-enter upon said demised premises and take possession of the same, and any and all structures, buildings, improvements and appurtenances thereon erected and thereunto belonging, and all right, title, interest and estate of the WAREHOUSING COMPANY in and to the same and every part thereof shall thereupon cease and determine, and the same shall at once vest in the said RAILWAY COMPANY.

THIRD:- That, notwithstanding the termination of this agreement for any cause by virtue of any of the provisions hereof, each party shall have recourse against the other for any balance of money that shall have accrued under any of the covenants and stipulations hereof, including a just and proper allowance to the WAREHOUSING COMPANY for any proportionate overpayment on account of rent or taxes.-

FOURTH:- It is not intended by any clause herein contained providing for the maintenance and return of the premises in good condition, repair and working order, that the WAREHOUSING COMPANY shall be obligated to make good any loss or injury to the demised premises occasioned by fire or by action of the elements, or by the Construction of the Subway. In case of such injury it shall be the duty of the RAILWAY COMPANY to repair the damage or injury without delay unless such damage shall be material and substantial, in which case the RAILWAY COMPANY may elect so to repair the damage or injury, or to terminate this lease, at its option. To such extent as the business shall be in-

terfered with during the time of such repair there shall be an allowance of rent in proportion to the time consumed in the reparation of the portion of the building thereby affected. The covenant to surrender in good order shall be subject to this understanding, that such surrender shall be subject to injury occasioned in the way designated.

IN WITNESS WHEREOF, the parties hereto have caused their respective corporate seals to be hereunto affixed, duly attested, the day and year first above written.

The words "by RAILWAY COMPANY" after the word "COMPANY" in the Fourth line from the end of Clause THIRD, page 3, and the words "or by the Construction of the Seaway" after the word "elements" in the fourth line of Clause FOURTH, page 4, having been inserted before execution.

Geo. M. Conrad Jr
Rich. J. Williams
Asst. Geo. M. Earle, Jr
10. P. Wilson.

PHILADELPHIA AND READING RAILWAY COMPANY.

By,

President.

ATTEST:

Secretary.

THE PENNSYLVANIA WAREHOUSING AND SAFE DEPOSIT COMPANY.

By George M. Earle Jr

President.

ATTEST:

William Funk

Secretary.

EXHIBIT No. 54

4578

Agreement

Philadelphia & Reading
Railway Company

—— and ——

The Penna. Warehousing
and Safe Deposit Co

Leasing Seventh St. Stores

Phila & Reading Railway Co.
Secretary's Office
Record Papers
No. 4578

READING COMPANY

ATLANTIC CITY RAILROAD CO.
CAMDEN & BURLINGTON COUNTY RAILROAD CO.
THE BALTIMORE & HARRISBURG RAILROAD CO.
THE NORTH EAST PENNSYLVANIA R.R. CO.

PENNSYLVANIA RAILROAD COMPANY
THE PHILA. & CHESTER VALLEY R.R. CO.
THE PHILA. NEWTOWN & NEW YORK R.R. CO.
PHOENIXVILLE RAILROAD CO.

THE PORT READING RAILROAD CO.
READING & COLUMBIA R.R. CO.
SPRING CREEK RAILROAD CO.
THE WILLIAMS VALLEY RAILROAD CO.

FREIGHT TRAFFIC DEPARTMENT
OFFICE OF THE FREIGHT TRAFFIC MANAGER
READING TERMINAL
PHILADELPHIA

April 5, 1926.

File Spl 370

Mr.E. W. Oescher, Secty.,
Penna. Warehousing & Safe Deposit Co.,
113-115 So. 3d St., Philadelphia.

Dear Sir:

This acknowledges and I thank you for your letter March 26th, which confirms our understanding that you are handling freight for our account under the same terms and conditions as covered by agreement at 16th St. Stores, and extended by letter of the General Freight Agent of this Company July 8, 1898, to cover Delaware Ave. Stores No. 2, comprising warehouses located as follows:

400-426 So. Delaware Ave.
738-748 " " "
743-753 " Swanson St.
Delaware Ave. & Poplar Sts.
400-418 So. Water St.
778-786 So. Delaware Ave.
778-787 So. Swanson St.
800-808 So. Delaware Ave.
801-809 So. Swanson St.
756-774 So. Swanson St.

.....

Very truly yours,

Hcs/IFM

Freight Traffic Manager

COPY

Philadelphia & Reading Railway Company

General Freight Department

Philadelphia, July 8, 1898.

Mr. E. P. Griffiths,
Treasurer, Penna. Warehousing & Safe Deposit Co.,
113 So. 3d St., Philadelphia.

Dear Sir:

Referring to conference with the writer and Vice President Henderson, relative to a terminal allowance for your Company on traffic arriving over our system of roads and connecting lines other than that on which this Company receives a switching charge and when consigned direct to your Delaware Ave. Store No. 2. We are willing to consider such traffic on the same basis and under the same conditions as that now charged direct to 16th St. Stores, with the understanding that on such traffic when consigned direct to Delaware Ave. Stores, that your Company assume the Belt Line charge, which I understand is $1.50 per car. This arrangement to become effective Monday July 11th.

Very truly yours,

G.F.A.

GEORGE H. EARLE, JR.
L. D. BEGGS
RALPH EARLE
E. W. OESCHER
M. J. GOEHL
W. T. JUSTICE
H. B. HIGMAN

Pennsylvania Warehousing and Safe Deposit Co.

BANKING HOUSE: NOS. 113 AND 115 SOUTH THIRD STREET

CAPITAL AND SURPLUS OVER - - $1,250,000

CABLE ADDRESS "WAREHOUSE"

ADDRESS ALL COMMUNICATIONS TO THE COMPANY

Mr. H. C. Stauffer,
Freight Traffic Manager,
Reading Company,
Reading Terminal,
Philadelphia, Pa.

PHILADELPHIA
March 28, 1926.

Dear Sir:

Referring to our conversation of the 25th instant relative to terminal allowances covering Delaware Avenue Stores #2 made in 1898. As you are aware, Delaware Avenue Stores #2 is only one building, and it has always been understood that this allowance agreement covers any warehouses operated by us in the vicinity of the Delaware River Front, and the buildings are given names by us merely to designate delivery points for the drivers when they call for merchandise.

COPY

At the present time the addresses of these Warehouses are as follows:

400-426 So. Delaware Avenue
738-748 So. Delaware Avenue
743-753 So. Swanson Street
Delaware Avenue and Poplar Street
400-418 So. Water Street
778-786 So. Delaware Avenue
779-787 So. Swanson Street
800-808 So. Delaware Avenue
801-809 So. Swanson Street
756-774 So. Swanson Street

We trust that we have not caused you any inconvenience by giving our buildings either different names or numbers, and if it complicates matters for you, we could call all our buildings Delaware Avenue Stores #2.

Yours very truly,

Secretary.

O:M.

Jan. 28th., 1907

C.E.Henderson, Esq., 2d Vice President,
Phila. & Reading Ry.Co.,
Terminal Sta., Phila.

Dear Sir:-

Referring to your letter of the 25th inst., I beg to advise you that it will be entirely satisfactory to the Penna. Warehousing & Safe Deposit Co. to reduce the period of free storage on flour from ten days to four days, at your request, so that said free period will then correspond in length of time with the free storage given to other merchandies.

We understand that this modification will take place on April 1st., 1907, and that copies of this letter (of which you will find herewith) attached to the contracts for the operations of the Port Richmond and 16th St.Stores will have the effect of modifying the said two agreements in the particular herein mentioned.

Truly yours,

Pennsylvania Warehousing & S.D.Co.,

By Oscar G. Cook

Vice President.

Approved:
Geo. F. Baer
Pres't.

(inclosures)

898

Philadelphia & Reading Railway Co.

Office of the Second Vice President.

Reading Terminal

C. E. Henderson
Second Vice President

Philadelphia January 25th, 1907.

Richard Y. Cook, Esq.,
Vice Pres't., Penna. Warehousing & Safe Deposit Co.,
Philadelphia, Pa.

Dear Sir:-

Enclosed please find a letter from our General Freight Agent, Mr. B. H. Bail, relative to the free time on flour handled by the Pennsylvania Warehousing & Safe Deposit Company.

Mr. Bail informs me in conversation that Mr. Bright seemed entirely satisfied with the proposed arrangement, and I take it that he has communicated with you on the subject.

This contract, as you are aware, has been executed by the President of the two Companies, and its terms should not be changed by their subordinates without being approved by their principals.

If, as seems to be the case, this meets with your approval, I will thank you to so advise me, giving your approval in the letter, and I will then submit it to our President and have copies of both letters, ratifying its terms, attached to and made part of the contract.

With this purpose in view will you kindly send two letters, one of which may be returned to you to be attached to your copy of the contract, and the other retained by us to be attached to our copy of the contract.

Yours truly,

(Signed) C.E.Henderson.

Second Vice President.

899

Philadelphia & Reading Railway Co
Office of the Second Vice President
Reading Terminal

Philadelphia, May 3, 1898.

W. B. Taylor, Esq.,
Secretary.

Dear Sir,—

Enclosed, please find correspondence constituting a modification of the lease for the 16th Street Stores, which I send for file in your office with the agreement.

Kindly acknowledge receipt, and oblige,

Yours truly,

Second Vice President.

900

Philadelphia & Reading Railway Co

Office of the Second Vice President

Reading Terminal

Philadelphia April 2nd, 1878.

Copy

E. B. Griffith, Esq.,

Treasurer, Penna. W.H.& S.D.Co., Phila.

Dear Sir,

The Rules and Regulations regarding storage in Philadelphia agreed to by the various Transportation and Storage Warehouse Companies, to which you are a party, make some changes in the storage regulations of the 16th Street Warehouse, and because the agreementbetween the various Railroad and Storage Companies differs from that between your Company and ours, and because we are each willing that the modification shall be made, I think it advisable that we should have a formal acceptance of this change on the part of both Companies, and will you please write me a letter giving consent of your Company to such change,(which is to take effect May 16th) to which I can reply consenting thereto.

Yours truly,

Signed C. E. Pemberton

Second Vice President.

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ALL COMMUNICATIONS TO BE SENT TO 113 SOUTH THIRD STREET.

CHAS. M. EARLE, Jr., President. RICHARD Y. COOK, Vice President. E. S. GRIFFITHS, Treasurer and Gen'l Supt. WM. BONSEL, Jr. [redacted] Secretary

DIRECTORS

Pennsylvania Warehousing and Safe Deposit Co.

BANKING HOUSE: NOS. 113 AND 115 SOUTH THIRD STREET.

CAPITAL ISSUED (FULL PAID)	$500.000
SURPLUS.	$500.000
UNDIVIDED PROFITS.	$100.000

CABLE ADDRESS—"WAREHOUSE."

Philadelphia, May 2nd. 1898

C. E. Henderson Esq. 2nd. Vice-President.

Reading Terminal , 12th & Market Sts. Philada,

Dear Sir:-

Understanding from your letter of the 29th. ultimo, that it is the desire of the Philadelphia & Reading Railway Co that we should consent to a modification of the conditions of our lease for the 16th. St. Stores , which modification shall limit the period of free storage for all merchandise, excepting flour, received over your lines and on which we get a terminal , to four(4) days, not including Sundays, holidays or the day of arrival , we beg to advise you that we are entirely willing to make such modification , understanding , however, that all the other conditions and terms of our lease remain in full force and effect.

Very truly yours

Pennsylvania Warehousing & Safe Dep'Co

by [signature]
Treasurer

902

629

Philadelphia & Reading Railway Co

Office of the Second Vice President

Reading Terminal

Philadelphia May 3rd, 1898.

E. B. Griffith, Esq.,

Treas., P.W.& S.D.Co.,

113 So. 3rd Street, City.

Dear Sir,--

I have your favor of the 2nd inst. in which you consent to a modification of the lease for the Sixteenth Street Stores, limiting the period of free storage for all merchandise, except flour, received over the Philadelphia & Reading Railway and on which your Company gets a terminal to four (4) days not including Sundays, Holidays and day of arrival, the other conditions of the lease remaining in effect.

We will file your letter as part of the agreement, the understanding being that the modification as expressed in your letter shall be in force as long as the agreement between the various Roads, which goes into effect May 16th, 1898, shall continue in force. If the same should be cancelled at any time, your letter will be returned to you.

Yours truly,

Second Vice President.

903

THIS AGREEMENT, Made this Twelfth day of December A. D. 1901, by and between the PHILADELPHIA AND READING RAILWAY COMPANY, hereinafter called the RAILWAY COMPANY, party of the first part, and THE PENNSYLVANIA WAREHOUSING AND SAFE DEPOSIT COMPANY, a corporation of the State of Pennsylvania, hereinafter called the WAREHOUSING COMPANY, party of the second part;

WITNESSETH, That the RAILWAY COMPANY has granted, demised and let, and by these presents does grant, demise and let unto the WAREHOUSING COMPANY for the term of one year, unless this lease is sooner determined by virtue of the provisions hereof from November 1st, 1900, at the rate of Sixteen Thousand six hundred and seventy-four dollars and sixty cents ($16,674.60), to be paid monthly in instalments of One Thousand three hundred and eighty-nine dollars and fifty-five cents ($1,389.55);

ALL THAT CERTAIN lot or piece of ground and brick warehouse thereon erected, situate in the Fifteenth Ward of the City of Philadelphia, State of Pennsylvania, bounded and described as follows, to wit:-

BEGINNING at the northeast corner of Callowhill and Sixteenth Streets, thence extending northward along the east side of said Sixteenth Street one hundred and ninety-two (192) feet to the south side of Pennsylvania Avenue, thence extending eastwardly along the south side of said Pennsylvania Avenue one hundred and thirty-seven (137) feet to a point, thence extending southwardly parallel with said Sixteenth Street forty-one (41) feet, thence extending eastwardly parallel to said Callowhill Street forty and nine-tenths (40.9) feet, thence southwardly parallel to said Sixteenth Street one hundred and fifty-one (151) feet to the north side of said Callowhill Street, thence westwardly along the north side of said Callowhill Street one hundred and seventy-seven and nine-tenths

(177.9) feet to the corner of said Sixteenth Street, the place of Beginning.

SUBJECT, NEVERTHELESS, to the payment of the said rents as reserved as aforesaid, and to the prompt, full and faithful performance by the WAREHOUSING COMPANY of each of the several covenants and stipulations hereinafter contained and written to be kept and performed by it, and to the right of the RAILWAY COMPANY on the happening of any default hereunder, or at any time on three (3) months' notice, to re-enter upon and repossess the whole of the said demised premises as of its first and former estate as hereinafter provided.

EXCEPTING AND RESERVING, however, out of this demise the right of the RAILWAY COMPANY to demand and require the occupation and use of the demised premises by the WAREHOUSING COMPANY for the handling and storage of merchandise transported and to be transported over the railroads of the RAILWAY COMPANY as hereinafter mentioned and described.

TO HAVE AND TO HOLD the said premises to the said WAREHOUSING COMPANY for and during the said term of one year, and thereafter until either of the parties hereto shall have given three (3) months' notice to the other of its intention to terminate this lease, unless this lease shall have been sooner determined by virtue of the provisions hereof.

IN CONSIDERATION WHEREOF, the said WAREHOUSING COMPANY hereby covenants and agrees to and with the RAILWAY COMPANY as follows, that is to say:

FIRST:- To pay to the RAILWAY COMPANY as rent for the demised premises the sum of Sixteen Thousand, six hundred and seventy-four dollars and sixty cents ($16,674.60) per annum, payable in equal monthly instalments of One Thousand, three hundred and eighty-

nine dollars and fifty-five cents ($1,389.55), and to be paid monthly on or before the last day of the month for which the same shall accrue, and also to punctually and faithfully pay all taxes, National, State, County or City, including water rents, which may at any time during the term of this agreement be levied or assessed against the property hereby demised or upon the improvements thereon erected or the contents thereof, whether the same be assessed against the land or improvements or contents, separately or as a whole.

SECOND:- At all times while in possession of the demised premises, to keep and maintain, at its own expense, the warehouse thereon, and the machinery therein, in good condition, repair and working order; to establish and maintain therein at all times a sufficient force, including superintendence, labor and appliances for the purposes herein set forth; promptly and expeditiously to handle, store, receive and deliver all merchandise or commodities which shall be delivered to said warehouse by the RAILWAY COMPANY for storage and delivery to consignees, or which on the request of the RAILWAY COMPANY shall be deposited at such warehouse by consignors for transportation by said RAILWAY COMPANY, to the full capacity of said warehouse if so much shall be required for said business, including the loading and unloading of all cars; to keep and store such merchandise for the period of ten (10) days or so much thereof and for so much of said period as shall be required from time to time by the RAILWAY COMPANY; to appoint at least one agent who in addition to the General Superintendent of the WAREHOUSING COMPANY (at present Mr. R. H. Griffiths) shall maintain a careful supervision of the operation of the warehouse; shall solicit consignments over the RAILWAY COMPANY'S lines to warehouse by mail and by personal application to local shippers and consignees; and one of whom shall visit Western shippers of flour in September

and March of each year, or more frequently if suggested by the RAILWAY COMPANY and approved by the WAREHOUSING COMPANY for the purpose of securing consignments over the lines of the RAILWAY COMPANY to and through said warehouse; to perform all the said services and conduct the whole of the said business in a prompt and efficient manner, without charge or expense to the RAILWAY COMPANY, except as herein otherwise expressly provided.

THIRD:- To make the consignees or consignors no other or greater charge or charges for services rendered in handling, receiving, storing or shipping merchandise than are charged for the time being by other warehousing companies for similar services upon the lines of the Pennsylvania Railroad, or warehousing companies on the lines of the Baltimore & Ohio Railroad, in the City of Philadelphia, unless the consent of the RAILWAY COMPANY to make higher charges shall be given in writing; to pay to the RAILWAY COMPANY when merchandise shall be delivered by it to said WAREHOUSING COMPANY, weekly, all freights and charges due upon said merchandise which shall accrue up to the time of such delivery; it being understood and agreed that for the amount of said charges so paid and until the same are collected from the actual consignees or owners of said merchandise, on delivery of the same to them, the said WAREHOUSING COMPANY shall be entitled to the benefits of a lien on such merchandise and shall have the right and privilege to enforce the same in the name of the said RAILWAY COMPANY to the use of the said WAREHOUSING COMPANY. To keep up a floating policy of insurance, sufficient to cover all property delivered to said WAREHOUSING COMPANY by RAILWAY COMPANY, so as to meet all claims for losses or damage by fire to consignments while the same are in the custody of the WAREHOUSING COMPANY during a period of ten (10) days, and to apply the insurance money so received to the

payment or said claims.

FOURTH:- Not to assign this lease in whole or in part, nor underlet the demised premises or any part or portion of the same, without the written consent of the RAILWAY COMPANY first had and obtained.

FIFTH:- To deliver up peaceable possession of the demised premises to the RAILWAY COMPANY on the first day of November A. D. 1901, if demanded, or at any time either before or after that date upon receiving three (3) months written notice so to do from the said RAILWAY COMPANY, or at any time upon the demand of the RAILWAY COMPANY upon the happening of any default of the WAREHOUSING COMPANY to keep and perform any of the covenants of this lease on its part to be kept and performed notwithstanding the fact that the WAREHOUSING COMPANY may have been paying rent after the expiration of the term hereinbefore created, and but for this covenant would be in possession as a tenant from year to year. PROVIDED, HOWEVER, that no determination of the said tenancy shall be effective to require the surrender of possession by the WAREHOUSING COMPANY of so much or such parts of the warehouse as shall be actually occupied by goods and merchandise against which any warehouse receipts shall be outstanding; but all storage charges which shall accrue after the expiration of three months from the date of the termination of this lease shall be collected by the WAREHOUSING COMPANY, and by it accounted for and paid over to the RAILWAY COMPANY.

AND IN CONSIDERATION OF the said several covenants and of the facilities to be provided and the services to be so performed as aforesaid by the WAREHOUSING COMPANY, the said RAILWAY COMPANY covenants and agrees as follows:-

FIRST:- To construct or cause to be constructed, and to maintain during the continuance of this agreement, the necessary

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track connections between its main tracks and the said warehouse.

SECOND:- To deliver to the WAREHOUSING COMPANY during the continuance of this contract, for storage and warehousing only, in cars on said track connections, so far as under existing contracts it may be able to do so, all flour which it, the RAILWAY COMPANY, can control, which shall have been transported over its lines and consigned for delivery to local points in the City of Philadelphia within the district bounded by Broad Street on the East, by Girard Avenue on the north, by the Schuylkill River on the west and by South Street on the South; and all general merchandise (except as hereinafter otherwise provided) which shall have been transported by it for delivery within the said limits which the RAILWAY COMPANY may desire to place in store; to the full capacity of said warehouse (reserving the right to store any excess over the capacity of said warehouse at any other point or place); to constitute and appoint the WAREHOUSING COMPANY as its, the RAILWAY COMPANY'S, agent and warehouseman for all such merchandise so delivered by the RAILWAY COMPANY, such agency to extend, however, only to the receipt, storage and delivery of consignments to and from the RAILWAY COMPANY, and to the collection of freights and charges thereon, but such agency shall not be held or taken to relieve the WAREHOUSING COMPANY from its liability or responsibility as a warehouseman, nor from claims for loss or damage which may arise by reason of its own acts or omissions. PROVIDED, HOWEVER, that the WAREHOUSING COMPANY shall not be required by virtue hereof to receive or keep in store any of the following articles:- Acids, Alcohol, Broom Corn, Cotton Wadding or Bats, Hay or straw, Hemp, Jute, Jute Yarns, Jute Butts, Jute Rejections, Lime, Naval Stores, Oils, Paints, Paper Stock, Rags, Salipetre, Sisal Grass, Turpentine, Varnish, Whisky, Nitre or Nitrates; but the WAREHOUSING COMPANY shall nevertheless handle the same or such parts or pro-

portions thereof as will not affect the present rate of insurance, and shall for that purpose receive consignments of the same unless and until it shall notify the RAILWAY COMPANY not to accept consignments thereof through the said warehouse.

THIRD:- To pay to the said WAREHOUSING COMPANY, as a terminal allowance for the facilities so to be afforded and the services so to be rendered as hereinbefore provided, thirty (30) cents per ton gross or net according to classification, for each and every ton of merchandise received, handled and stored by the WAREHOUSING COMPANY, save and except such merchandise as shall have been shipped to or from the waters of New York Bay, or via New York to or from points beyond, as to which New York traffic the RAILWAY COMPANY shall pay twenty-five (25) cents per ton, gross or net, according to classification, for such facilities and services; to make payments of all amounts to accrue under this paragraph during each month, on or before the fifteenth day of the succeeding month. PROVIDED, HOWEVER, that the said payments shall not be made by the RAILWAY COMPANY in respect of any merchandise transported by it for which it shall have only rendered a switching or transfer service, to or from other lines of railroad or to or from other warehouses, in which case the WAREHOUSING COMPANY may decline to receive such merchandise in any case where it shall be unable to collect said terminal charge from the person or railroad Company offering to send the same to said warehouse.

IT IS FURTHER MUTUALLY COVENANTED AND AGREED by and between the parties hereto as follows, that is to say:-

FIRST:- That, notwithstanding any of the provisions hereof, either party hereto shall have the right and privilege of terminating this contract and the term hereby demised upon giving to the other three (3) months' notice in writing of its intention so to do.

SECOND:- That, immediately on and upon any default of the

WAREHOUSING COMPANY well and faithfully to keep and perform any of the several covenants and stipulations herein contained and written by it the said WAREHOUSING COMPANY to be kept and performed, the RAILWAY COMPANY may at its option re-enter upon said demised premises and take possession of the same, and any and all structures, buildings, improvements and appurtenances thereon erected and thereunto belonging, and all right, title, interest and estate of the WAREHOUSING COMPANY in and to the same and every part thereof shall thereupon cease and determine, and the same shall at once vest in the said RAILWAY COMPANY.

THIRD:- That, notwithstanding the termination of this agreement for any cause by virtue of any of the provisions hereof, each party shall have recourse against the other for any balance of money that shall have accrued under any of the covenants and stipulations hereof, including a just and proper allowance of the WAREHOUSING COMPANY for any proportionate overpayment on account of rent or taxes.

FOURTH:- It is not intended by any clause herein contained providing for the maintenance and return of the premises in good condition, repair and working order, that the WAREHOUSING COMPANY shall be obliged to make good any loss or injury to the demised premises occasioned by fire or by action of the elements. In case of such injury it shall be the duty of the Railway Company to repair the damage or injury without delay unless such damage shall be material and substantial, in which case the RAILWAY COMPANY may elect so to repair the damage or injury or to terminate this lease, at its option. To such as the business shall be interfered with during the time of such repair there shall be an allowance of rent in proportion to the time consumed in the reparation of the portion of the building thereby affected. The covenant to surrender in good order shall be subject to this understanding that such sur-

render shall be subject to injury occasioned in the way designated.

IN WITNESS WHEREOF the parties hereto have caused their respective corporate seals to be hereunto affixed, duly attested, the day and year first herein written.

Signed, sealed and delivered in the presence of:-

PHILADELPHIA AND READING RAILWAY CO.
By
President.
Attest:
Secretary.

A. M. Bright

THE PENNSYLVANIA WAREHOUSING AND SAFE DEPOSIT COMPANY, By
President.
Attest:
Secretary.

EXHIBIT No. 55

Agreement

Philadelphia and Reading Railway Co.

and

Pennsylvania Warehousing and Safe Deposit Company.

Port Richmond Warehouse

Phila & Reading Railway Co
Secretary's Office
Record Papers
No. 4577

COPY OF LETTER

PENNSYLVANIA WAREHOUSING AND SAFE DEPOSIT CO.

Nos 113 and 115 South 3d St,

Philadelphia, Pa

April 7, 1913

Mr John F. Auch,
Vice-Pres & Traffic Mgr , P & R. Ry Co.,
Philadelphia, Penna

Dear Sir:

Referring to your letter of March 22d, file C-84, relative to the elimination of Clause Ninth from the agreement of January 2nd, 1902, for the operation of the Port Richmond Stores, we beg to advise that the same has our approval under the terms and conditions of your letter above mentioned.

Very truly yours,

(signed) M. E Levering

Treasurer.

Philadelphia & Reading Railway Company.

OFFICE OF THE VICE PRESIDENT AND TRAFFIC MANAGER,
READING TERMINAL,
PHILADELPHIA.

COPY OF LETTER

April 8, 1915.

C-84

Mr. M. E. Levering,
Treasurer, Pennsylvania Warehousing and
Safe Deposit Company,
Philadelphia, Pa.

Dear Sir:

The agreement dated second day of January, 1902, between the Philadelphia & Reading Railway Company and the Pennsylvania Warehousing & Safe Deposit Company, which agreement provides for the operation of the Port Richmond Stores, contains a clause which reads as follows:-

> Ninth. The Railway Company shall move imported merchandise for storage in said warehouse, from its wharves or piers to said warehouse, at the rate of $2.00 per car.

This rate of $2.00 per car does not seem to have been used for many years, and in point of fact is not now in effect. Moreover, present conditions make it inadvisable to continue this clause in the agreement. I therefore propose and ask your assent to the entire elimination of the Ninth Clause as above quoted, effective at once, without, however, change or modification of the other several covenants of the agreement mentioned. Should the occasion again arise for a switching rate on imported

merchandise from our wharves or piers to said warehouse, the matter can be taken up and tariff provision made therefor in accordance with law.

Your early response and assent to this proposition will be much appreciated.

Yours very truly,

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Philadelphia & Reading Railway Company.

OFFICE OF THE VICE PRESIDENT AND TRAFFIC MANAGER,
READING TERMINAL,
PHILADELPHIA.

COPY OF LETTER

October 3, 1914.

C-84

Mr. M. E. Levering,
Treasurer,
Pennsylvania Warehousing & Safe Deposit Company,
Philadelphia, Pa.

Dear Sir:-

Referring to my letter of September 26th, relative proposed reduction from four days to two days in our new storage rules at Philadelphia:

We now find that in consequence of certain tariff complications, it will be impossible to make these new storage rules effective before November 15th.

Please note that my letter of date mentioned is hereby modified so as to make the effective date November 15th instead of November 6th, as previously stated.

Yours truly,

Secretary's Files -
4577 - Port Richmond Stores
4578 - 11th Street Stores

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Secretary's Files —
4577 - Port Richmond Stores
4578 - 16th Street Stores

COPY

PENNSYLVANIA WAREHOUSING AND SAFE DEPOSIT CO.

Philadelphia, Sept. 29, 1914.

Mr. J. F. Auch,
Vice President & Traffic Mgr., P. & R. Ry. Co.,
Reading Terminal, Phila.

Dear Sir:-

We are in receipt of your favor of the 26th instant relative to the proposed change in the free period of storage and insurance now in operation at our Warehouses, Port Richmond, 16th Street and Delaware Avenue Stores, and we understand that both your road and the Penna. Railroad will make effective as of November 6th, 1914, a reduction in the period to two days, and we beg to advise you that we will be pleased to meet your wishes that on and after November 6th, 1914, we reduce the present free period of storage and insurance to two days, assuming, of course, that the same action will be taken by the warehouses of the Penna. Railroad.

Will you kindly send to us for reference a copy of the tariff when filed.

Should you desire any special paper for this modification of the contract we will be pleased to have same executed.

We trust the above is in accordance with your wishes and remain,

Very truly yours,

(signed) M. E. Levering

Treasurer.

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Philadelphia & Reading Railway Company.

OFFICE OF THE VICE PRESIDENT AND TRAFFIC MANAGER.
READING TERMINAL.
PHILADELPHIA.

COPY OF LETTER

September 26, 1914.

Mr. Richard Y. Cook,
Vice President,
Pennsylvania Warehousing & Safe Deposit Company,
Philadelphia, Pa.

Dear Sir:-

The existing contracts between the Philadelphia & Reading Railway Company and the Pennsylvania Warehousing & Safe Deposit Company for the operation of the 16th Street Stores and Port Richmond Stores, as modified in 1907, provide for free storage period on all freight, including flour, of four days, this corresponding with the free storage period given by the railroad companies in Philadelphia at their stations.

We will issue tariffs, effective November 6th, 1914, making a reduction in the free time from the present four-day period to two days, and in order that the regulations in this respect shall be the same at your warehouses as at the railroad stations, it seems proper to suggest the further modification of the contracts, limiting the free storage period on flour and all other freight to two days, this same free time allowance to be also made at the Delaware Avenue Stores.

Assuming that the proposal to reduce the free time from four days to two days will meet with your approval, so as

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Mr. Richard Y. Cook

to make the free period at your warehouses uniform with the free time allowances at the railroad stations, I will attach copy of this letter to the agreements, and thank you for an acknowledgment assenting to the proposed changes or modifications that your approval may likewise be attached to said agreements.

We are advised by the Pennsylvania Railroad Company that they will arrange with Merchants Warehouse to reduce the free storage period to two days, effective November 6th, 1914.

Yours truly,

Jan. 28th, 1907.

C. F. Henderson, Esq., 2nd Vice President,
Philadelphia & Reading Ry. Co.,
Terminal Sta., Phila.

Dear Sir:-

Referring to your letter of the 25th inst., I beg to advise you that it will be entirely satisfactory to the Penna. Warehousing & Safe Deposit Co. to reduce the period of free storage on flour from ten days to four days, at your request, so that said free period will then correspond in length of time with the free storage given to other merchandise.

We understand that this modification will take place on April 1st., 1907, and that copies of this letter (four of which you will find herewith) attached to the contracts for the operations of the Port Richmond and 16th St. Stores will have the effect of modifying the said two agreements in the particular herein mentioned.

Truly yours,
Pennsylvania Warehousing & S. D. Co.,
By
(sgd) Rich'd Y. Cook.
Vice President.

Approved:
(sgd) Geo. F. Baer.
Pres't

(inclosures)

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Philadelphia & Reading Railway Co.

Office of the Second Vice President.

Reading Terminal.

Philadelphia, January 25th, 1907.

Richard Y. Cook, Esq.,

Vice Prest., Penna. Warehousing & Safe Deposit Co.,

Philadelphia, Pa.

Dear Sir:-

Enclosed please find a letter from our General Freight Agent, Mr. B. H. Rail, relative to the free time on flour handled by the Pennsylvania Warehousing & Safe Deposit Company.

Mr. Rail informs me in conversation that Mr. Bright seemed entirely satisfied with the proposed arrangement, and I take it that he has communicated with you on the subject.

This contract, as you are aware, has been executed by the President of the two Companies, and its terms should not be changed by their subordinates without being approved by their principals.

If, as seems to be the case, this meets with your approval, I will thank you to so advise me, giving your approval in the letter, and I will then submit it to our President and have copies of both letters, modifying its terms, attached to and made part of the contract.

With this purpose in view, will you kindly send me two letters, one of which may be returned to you to be attached to your copy of the contract, and the other retained by us to be attached to our copy of the contract.

Yours truly,

(signed) C. K. Henderson.

Second Vice President.

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THIS AGREEMENT, Made this Second day of January in the year one thousand nine hundred and Two (1902), between the PHILADELPHIA AND READING RAILWAY COMPANY, party of the first part, and the PENNSYLVANIA WAREHOUSING AND SAFE DEPOSIT COMPANY, party of the second part;

WITNESSETH, That the said Philadephia and Reading Railway Company has granted, demised and let, and by these presents does grant, demise and let, unto the said Pennsylvania Warehousing and Safe Deposit Company for the term of one (1) year, unless this lease is sooner determined by virtue of the provisions hereof, from the first day of January, 1902, at the rate of six thousand one hundred and eighty dollars per annum, to be paid in monthly installments of Five hundred and fifteen dollars ($515), the first payment to be made upon the first day of January, 1902, ALL THAT certain lot or piece of ground with the storage warehouse and other improvements thereon erected, situate in the Twenty-fifth Ward of the City of Philadelphia, beginning at the intersection of the southeasterly side of Richmond Street with the southwesterly side of William Street, thence extending southwesterly along the southeasterly side of the said Richmond Street one hundred and sixty-five feet to a point, thence southeasterly at right angles to the said Richmond Street one hundred feet to a point, thence northeasterly parallel to said Richmond Street one hundred and sixty-five feet to the southwesterly side of the said William Street, and thence northwesterly along the southwesterly side of said street one hundred feet to the place of beginning.

SUBJECT, Nevertheless, to the payment of the rent reserved as aforesaid, and to the prompt, full and faithful performance by the Warehousing Company of each of the several covenants and stipulations hereinafter contained on its part to be kept and performed.

and to the right of the said Railway Company, at the end of said term, or on the happening of any default hereunder, or at any time on three months' notice after the end of said term, to re-enter upon and repossess the whole of the said demised premises as of its first and former estate as hereinafter provided.

The said demised premises to be taken, held and used by said Lessee for the deposit, storage and handling of imported merchandize, appraised and unappraised, coming by vessels discharging at the piers of the Lessor, and of flour and merchandise to be transported and delivered by said Lessor pursuant to the provisions hereof. It being expressly agreed that any space in said warehouse not required by the Lessee for the storage of imported merchandise shall be used solely for the handling and storage of merchandise to be transported over the railway of the Philadelphia and Reading Railway Company, its leased and affiliated lines, except, however, should the entire available space, from time to time, not be required for the storage of imported merchandise or for flour and other merchandise to be transported over the said Railway Company's lines as above provided, then the said Warehousing Company shall be at liberty to occupy such unused space for storage of such other merchandise as it might desire to store in said warehouse.

And it is further distinctly understood and agreed between the parties hereto, and they hereby mutually covenant and agree with each other, for themselves, their respective successors and assigns, as follows:-

FIRST.- The Warehousing Company shall pay to the Railway Company the rent reserved as aforesaid as the same becomes due, and, in addition thereto, shall punctually and faithfully pay all taxes, National, State, County or City, including Water rents, which may be at any time during the term of this lease levied or assessed

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against the property hereby demised or upon the improvements thereon erected or the contents thereof, whether the same be assessed against the land or improvements or contents separately or as a whole, but not including, however, such rates and levies as shall be assessed against the premises or any part thereof for paving, curbing, sewers or other City improvements, or for benefits on account thereof.

SECOND,- The Warehousing Company shall, at its own cost and expense, at all times while in possession of the demised premises, keep up and maintain the warehouse and machinery therein in good condition, repair and working order, and keep the same insured from loss by fire to the amount of Ninety thousand dollars ($90000) in companies satisfactory to the Railway Company, but as long as said insurance shall be maintained shall be under no obligation to rebuild in case of destruction by fire or other unavoidable cause. Policies to the amount of Sixty thousand dollars of said insurance shall be made payable to the Girard Trust Company, Trustee, as its interest may appear, and the remaining portion of said insurance shall be made payable to the Lessor.

THIRD,- The Warehousing Company shall establish and maintain in said warehouse, at all times, a sufficient force, including superintendence, labor and appliances for the purpose herein set forth, to promptly and expeditiously handle, store, receive and deliver all merchandise or commodities which shall be delivered to said warehouse by the Railway Company for storage and delivery to consignees, to the full capacity of said warehouse if so much shall be required for said business, including the loading and unloading of all cars; and shall keep and store such merchandise for the period of ten (10) days, or so much thereof and for so much of said period as shall be required from time to time by the Railway Company. The General Superintendent of the Lessee shall maintain a careful supervision of the operation of the warehouse; shall so-

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licit consignments over the Railway Company's lines, or over vessels discharging at the Railway Company's piers, by mail or by personal application to shippers and consignees. And the Lessee shall perform all the said services and conduct the whole of the said business in a prompt and efficient manner, without charge or expense to the Railway Company, except as otherwise herein expressly provided.

FOURTH,- The Warehousing Company shall not make the consignees or consignors any other or greater charge or charges for services rendered in handling, receiving, storing or shipping merchandise than the charge or charges for the time being of other warehouse companies for similar services upon the lines of the Pennsylvania Railroad Company or the Baltimore and Ohio Railroad Company in the City of Philadelphia, unless the consent of the Railway Company to make higher charges shall be first obtained in writing. The Lessee shall pay to the Railway Company when merchandise shall be delivered by it to said Warehousing Company, weekly, all freights and charges due upon said merchandise which shall accrue up to the time of such delivery; it being understood and agreed that for the amount of said charges so paid, and until the same are collected from the actual consignees or owners of said merchandise, on delivery of the same to them, the said Warehousing Company shall be entitled to the benefit of a lien on such merchandise, and shall have the right and privilege to enforce the same in the name of the Railway Company to the use of the said Warehousing Company. The Lessee shall keep up a floating policy of insurance, sufficient to cover all property delivered to said Warehousing Company by the Railway Company, so as to meet all claims for loss or damage by fire to consignments while the same are in the custody of the Warehousing Company during a period of ten (10) days, and to apply the insurance money so received to the payment of said claims

FIFTH,- The Warehousing Company shall not assign this lease in whole or in part, nor underlet the demised premises, or any part or portion of the same, without the written consent of the Railway Company first had and obtained.

SIXTH,- The Warehousing Company shall deliver up peaceable possession of the demised premises to the Railway Company on the first day of January, 1903, if demanded, or at any time after that date upon receiving three (3) months' written notice so to do from said Railway Company, or at any time upon the demand of the Railway Company upon the happening of any default of the Warehousing Company to keep and perform any of the covenants of this lease on its part to be kept and performed, notwithstanding the fact that the Warehousing Company may have been paying rent after the expiration of the term hereinabove created, and but for this covenant would be in possession as tenant from year to year; PROVIDED, however, that no determination of the said tenancy shall be effective to require the surrender of possession by the Warehousing Company of so much of such parts of the warehouse as shall be actually occupied by goods and merchandise against which any warehouse receipts shall be outstanding; but all storage charges for such merchandise which shall accrue after the date of the termination of this lease shall be collected by the Warehousing Company, and by it accounted for and paid over to the Railway Company.

SEVENTH,- The Railway Company shall construct and maintain the necessary track connections between its tracks and said warehouse, and deliver to the Warehousing Company during the continuance of this lease, for storage and warehousing only, in cars on said track connections, such flour and other merchandise which it, the Railway Company, can control, and which shall have either been transported over its lines and consigned for delivery to points in the City of Philadelphia naturally tributary to the districts wi-

in which said warehouse is located,or merchandise which shall have been transported by vessels and discharged at the piers of the Railway Company at Port Richmond and the said Railway Company shall constitute and appoint the Warehousing Company as its, the Railway Company's, agent and warehouseman for all such merchandise so delivered by the Railway Company, such agency to extend, however, only to the receipt, storage and delivery of consignments to and from the Railway Company, and to the collection of freights and charges thereon, but such agency shall not be held or taken to relieve the Warehousing Company from its liability or responsibility as a warehouseman, nor from its claims for loss or damage which may arise by reason of its own acts or omissions; PROVIDED, however that the Warehousing Company shall not be required by virtue hereof to receive or keep in store any of the following articles: Acids, Alcohol, Broom Corn, Cotton, Cotton Wadding or Bats, Hay or Straw, Hemp, Jute, Jute Yarns, Jute Butts, Jute Rejections, Lime, Naval Stores, Oils, Paints, Paper Stock, Rags, Saltpetre, Sisal Grass, Turpentine, Varnish, Whiskey, Nitre or Nitrates, but the Warehousing Company shall handle the same or such parts or proportions thereof as will not effect the present rate of insurance, and shall for that purpose receive consignments of the same unless and until it shall notify the Railway Company not to accept consignments thereof through the said warehouse; PROVIDED, ALSO, that the preference shall at all times be given to the setting aside of sufficient space in said warehouse for the receipt and storage of imported merchandise, appraised and unappraised, and that only the remaining space shall be allotted to the handling and storage of other merchandise.

EIGHTH.- The Railway Company shall pay to the Warehousing Company, as a terminal allowance for the facilities so to be afforded and the services so to be rendered as hereinbefore provided, thirty

(30) cents per ton, gross or net according to classification, for each and every ton of merchandise received from the Railway Company and handled and stored by the Warehousing Company of eastbound traffic coming over the lines of the Railway Company; and shall make payments of all amounts to accrue under this paragraph during each month on or before the fifteenth day of the succeeding month; PROVIDED, however, that the said payments shall not be made by the Railway Company in respect of any merchandise transported by it for which it shall have only rendered a switching or transfer service to or from other lines of railroad, or to or from other warehouses, nor in respect of any westbound or import traffic; and PROVIDED FURTHER, that the Warehousing Company shall not be held or taken to be bound or obliged by virtue hereof to accept for storage any of such last mentioned merchandise save and except such imported merchandise as shall have been discharged upon the Railway Company's piers and wharves.

NINTH,- The Railway Company shall move imported merchandise for storage in said warehouse, from its wharves or piers to said warehouse, at the rate of Two dollars ($2.) per car.

TENTH,- Either party hereto shall have the right and privilege of terminating this lease by giving to the other three (3) months' notice in writing of its intention so to do.

ELEVENTH,- Immediately at and upon any default of the Warehousing Company well and faithfully to keep and perform any of the several covenants and stipulations herein contained on its part to be kept and performed, the Railway Company may, at its option, re-enter upon the demised premises and take possession of the same, and any and all structures, buildings, improvements and appurtenances thereon erected and thereunto belonging, and all right, title, interest and estate of the Warehousing Company in and to the same and every part thereof shall thereupon cease and determine, and the

same shall at once vest in the said Railway Company. It being understood that notwithstanding the termination of this lease for any cause by virtue of any of the provisions hereof, each party shall have recourse against the other for any balance of money that shall have accrued under any of the covenants and stipulations hereof, including a just and proper allowance to the Warehousing Company for any proportionate over payment on account of rent or taxes.

TWELFTH,- The hereinabove mentioned terminal charge of thirty (30) cents per ton to accrue upon merchandise to be stored in said warehouse on merchandise transported and delivered by said Railway Company shall be equal during each year to the whole amount of the rental and taxes, but excluding water rent, to be paid by the Warehousing Company under this lease, together with a fixed charge of Thirty-eight hundred dollars ($3800), or otherwise the said rental shall be abated proportionately; but, however, in case in any year the Warehousing Company shall have been unable or unwilling from any cause to receive from the Railway Company when offered, and take into said warehouse for storage up to the full capacity of said warehouse, any merchandise on which the said terminal charge would accrue if received and stored, the amount of such tonage so declined shall be deducted with like effect as though the same had been received and the said terminal charge paid thereon in computing the amount of the abatement from the said annual rental.

THIRTEENTH,- The Warehousing Company shall faithfully perform all the requirements of the law in respect to any imported merchandise which shall be held by it in bond or otherwise, and will at all times well and truly save, indemnify and keep harmless the Railway Company, and the said demised premises, free and clear of all claims of the Government for fines or forfeitures, or for from any other charge whatsoever arising, or to arise, from the neglect of the Warehousing Company to observe the provisions of the statutes,

and the rules and regulations established from time to time by the Secretary of the Treasury, or other orders pertaining to such imported merchandise and the storage and safe keeping thereof.

FOURTEENTH,- In case the demised premises shall be materially damaged by fire during the occupancy of the same by the Lessee, to such extent as to interrupt and prevent the carrying on of the business therein contemplated, the said lease and the term hereby created shall be at an end, unless the parties hereto shall agree to the contrary.

IN WITNESS WHEREOF, The said parties hereto have caused to be hereunto affixed their respective corporate seals, duly attested, the day and year first herein written.

Sealed and delivered in the presence of:

PHILADELPHIA AND READING RAILWAY CO.,
By
Geo. F. Baer
President.

Attest:
Secretary.

PENNSYLVANIA WAREHOUSING AND SAFE DEPOSIT COMPANY, By
President.

Attest:
Secretary.

EXHIBIT NO. 56

4887

SUPPLEMENTAL AGREEMENT.

Phila. & Reading Ry. Co.

and

Penna. Warehousing Company.

Jan. 25, 1905.

Modification of Lease dated Jan. 2, 1902, of "Port Richmond Stores".

Phila. & Reading Railway Co.
Secretary's Office
Record Paper.
No. 4887

December 12th, 1906.

George F. Baer, Esq.,

President.

Dear Sir,-

Mr. Richard Y. Cook, Vice President, Pennsylvania Warehousing and Safe Deposit Company, which rents the Port Richmond Stores, brought in a statement of account showing that he was making a loss on the operation of this warehouse, as stated in the enclosed letter.

You will recollect that under the old agreement which was made, our Company was losing money and I asked him to change the arrangement so that these losses should be stopped, and he agreed to pay a rental based on three per cent the first year, four per cent the second year and five per cent thereafter on the total capitalization. You will notice in the capitalization the land was included.

After talking the matter over with Mr. Cook, I stated to him that if he would send me a letter, I would recommend to you that we would for the next year, instead of requiring him to pay the five per cent on the total capitilization, assent to an adjustment of it to a payment for that year of four per cent on the total capitalization. I think, under all the circumstances, that this would be reasonable and recommend your approval of this arrangement.

It certainly seems to me that it would be far better for us to get four per cent than to run any risk of not having the building rented, as it is valuable to us aside from the rental which we get, and, under the circumstances, taking

the land value into consideration too, that four per cent is as much as we could reasonably demand from him, so long as he is making a loss in the operation of the plant.

Of course, under his contract with us, he could give it up on three months notice, but he has no purpose of giving such notice, and under all the circumstances, I make the recommendation, as above stated.

If this meets your views, will you kindly approve.

Yours truly,

Signed: C. Kitchen Duncan

Second Vice President.

Approved.
Signed. Geo. F. Baer
President

Modification in basis of rent for Port Richmond Warehouse to 3 per cent first year, 4 per cent next year and thereafter 5 per cent. The per cent to apply wherever the 5 per cent now applies. Other items to be as at present.

Abrogation of the guarantee clause.

The contract to be subject to abrogation as now upon 90 days notice from either party.

Bonded warehouse proposition to be abandoned as at present; except in case of the restoration of the steamers to Port Richmond, it is to be resumed if found necessary by the Railroad Company.

Date February 1st.

Terminal 30 cents on tonnage actually handled through the warehouse by the Railway Company.

(Memorandum made by Mr. Henderson and Mr.Cook)

AN AGREEMENT, Made this Twenty-fifth day of January, A.D. 1905, between the PHILADELPHIA AND READING RAILWAY COMPANY, hereinafter called the RAILWAY COMPANY, of the first part, and the PENNSYLVANIA WAREHOUSING AND SAFE DEPOSIT COMPANY, hereinafter called the WAREHOUSE COMPANY, of the second part,

WITNESSETH THAT:

For divers good, valuable and sufficient considerations them thereunto moving, the said parties hereto have covenanted and agreed, and do hereby mutually covenant and agree to and with each other as follows, that is to say:-

FIRST: That the certain lease and agreement between the same parties, bearing date the second day of January, 1902, for the demise and operation of the property and premises at Richmond and Williams Streets, in the Twenty-fifth Ward of the City of Philadelphia, known as 'Port Richmond Stores', be and the same is hereby altered, amended and modified as follows, that is to say:-

I. The rental reserved in and by said lease and agreement is hereby reduced, so that the WAREHOUSE COMPANY shall pay from and after February 1, 1905, in lieu of the annual rental of six thousand one hundred and eighty dollars ($6,180.), payable in monthly installments, for the rental for the year to and January 31, 1906, the sum of Three thousand, seven hundred and eight dollars ($3,708), to be paid in monthly installments of Three hundred and nine dollars ($309), the first installment to be paid February 1, 1905; for the rental for the year to and January 31, 1907, the sum of Four thousand nine hundred and forty-four dollars ($4944), to be paid in monthly installments of Four hundred and twelve dollars ($412), the first installment to be paid February 1, 1906; and from and after February 1, 1907, the said rental shall remain as fixed and determined in and by the said lease and agreement of January 2, 1902, and be paid at the time and in the manner therein provided, save that the rental shall begin to accrue on the first day of February in each year during the continuance of said contract as hereby altered and amended and be payable in monthly installments in advance.

II. From and after February 1, 1905, the WAREHOUSE COMPANY shall be relieved from the payment of the taxes provided to be paid by it, in said contract of January 2, 1902, which the RAILWAY COMPANY shall thereafter assume and pay.

III. The twelfth article of the said lease and agreement is hereby cancelled and annulled, and the provisions thereof shall, from and after February 1, 1905, be held and taken to be void and of no effect.

IV. The operation of the thirteenth article of the said lease and agreement of January 2, 1902, is hereby suspended, with the right and privilege to the RAILWAY COMPANY to again put the same in full force and effect immediately on notice of its purpose so to do.

SECOND. In each and every other respect the provisions of the said lease and agreement of January 2, 1902, and save and except wherein the same are herein and hereby modified and changed, shall be and remain in full force and effect until either party shall give three months notice to the other of its intention to terminate the same, together with the provisions hereof.

IN WITNESS WHEREOF the said parties hereto have hereunto affixed their respective corporate seals, duly attested, the day and year first above written.

Signed, sealed and delivered in presence of:

H. Wallace

PHILADELPHIA AND READING RAILWAY COMPANY.

By, Geo. F. Baer
President.

Attest: [illegible]
Secretary.

PENNSYLVANIA WAREHOUSING AND SAFE DEPOSIT COMPANY.

By, Richd. V. Coate

Attest: Chas. Pennock Jr.
Secy.

EXHIBIT NO. 57

4236

Agreement

Philadelphia & Reading
Railway Company

—— with ——

Philadelphia Warehousing
and Cold Storage Co.

Nov 4. 1898.

Warehouse at Delaware
Ave & Noble St.

Phila. & Reading Railway Co.
Secretary's Office.
Record Papers.
No. 4236

Philadelphia & Reading Railway Company

SECRETARY'S OFFICE

READING TERMINAL,

PHILADELPHIA.

COPY OF LETTER

November 20, 1922.

W-S

Mr. H. L. Russell,

Vice President.

Dear Sir:-

I am in receipt of your favor of the 18th instant, enclosing a communication from the Philadelphia Warehousing and Cold Storage Company, together with copy of your reply thereto, amending Clause 11 of the contract dated November 4, 1892.

I have had this correspondence attached to the original contract on file in this office.

Very respectfully,

Secretary.

COPY

PHILADELPHIA & READING RAILWAY COMPANY

Office of Vice President
Reading Terminal

Philadelphia, November 18, 1922.

File No. 115.

Mr. J. V. Hare, Secretary.

Dear Sir:-

I hand you herewith original letter from President Celss, of the Philada. Warehousing & Cold Storage Co., under date of November 17th together with copy of my acknowledgment thereof, which you will note constitutes a further amendment of Clause 11 of the contract of 1898 between the Philada.& Reading R'y Co. and the Philada. Warehousing & Cold Storage Co., whereby the terminal allowance of 60 cents per ton, made effective as of September 1st, 1920, on freight requiring cold storage, will be reduced to 50 cents per ton, effective January 1st, 1923.

Will you please attach these letters to the contract referred to.

Yours very truly;

(Signed) R.L.Russell.

Vice President.

PHILADELPHIA WAREHOUSING AND COLD STORAGE CO.

DELAWARE AVENUE, NOBLE, BEACH AND FRONT STREETS

PHILADELPHIA, PA. November 17th, 1922.

Philadelphia & Reading Railway Co.,

Mr. R. L. Russell, Vice-President,

Philadelphia, Pa.

Gentlemen:-

In accordance with the verbal arrangement made with you, it is undegstood that Clause 11 of the contract of 1898 between the Philadelphia & Reading Railroad Company and the Philadelphia Warehousing and Cold Storage Company for merchandise requiring cold storage that the terminal allowance which was increased from thirty-five cents per ton to sixty cents per ton as of September 1st, 1920, is reduced to fifty cents per ton, taking effect from January 1st, 1923.

It is our understanding that the rate of thirty cents per ton on merchandise not requiring cold storage remains unchanged. It is understood and agreed between your Company and this Company that the contract of 1898 remains in full force and effect other than modified as specified herein as to the rates above mentioned.

Yours truly,

[signature]

President.

Philadelphia & Reading Railway Co.

Office of Vice President,
Reading Terminal,

Philadelphia

November 18th, 1922.

File No. 115.

Mr. J.A. Geisz,
President, Philadelphia Warehousing & Cold Storage Co.,
Delaware Ave. & Noble Sts., Philada.

Dear Sir:-

I thank you for your letter of November 17th, confirming the arrangement recently discussed by us, whereby the allowance under contract of 1898, which was increased as of September 1st, 1920, from 3½ to 6½ per ton, will be reduced to 50 cents per ton, effective January 1st, 1923, applicable on merchandise requiring cold storage.

I confirm further the understanding that the rate of 3½ per ton on merchandise not requiring cold storage remains unchanged and that the contract of 1898 remains in full force and effect other than modification specified herein.

Yours very truly,

VICE PRESIDENT.

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Philadelphia & Reading Railway Co

Office of Vice President
Reading Terminal

Philadelphia October 23rd, 1920.

File No. 115.

Mr. R.L. Russell,

Freight Traffic Manager.

Dear Sir:-

Mr. Rice has approved the proposition to allow the Philadelphia Warehousing & Cold Storage Co. 40 cents per ton, instead of 25 cents per ton, on freight requiring cold storage handled by that Company for our account, effective September 1st, 1920.

I understand that you will write those people accordingly, stipulating that the contract is not otherwise changed.

Yours very truly,

(Signed) E.B. Crosley.

VICE PRESIDENT.

Mr. J.V. Hare,

You will receive from Mr. Russell copy of letter to the Philada. Warehousing & Cold Storage Co., stipulating the change above referred to.
E.B. Crosley.

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Philadelphia & Reading Railway Company

SECRETARY'S OFFICE

READING TERMINAL,

PHILADELPHIA.

COPY OF LETTER

November 1, 1920.

Mr. R. L. Russell,
Freight Traffic Manager.

Dear Sir:-

I am in receipt of your favor of this date, your file 3609, enclosing correspondence had with the Philadelphia Warehousing and Cold Storage Company in which it is agreed that certain increases in rates shall be made. The file has been attached to the original contract in this office.

Very respectfully,

Secretary.

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Philadelphia & Reading Railway Co

Freight Traffic Department

Office of Freight Traffic Manager

Reading Terminal

Philadelphia Nov. 1st, 1920.

File 3609

Mr. J. V. Hare, Secretary,
Philadelphia & Reading Railway Company,
Building.

Dear Sir:

I enclose herewith copy of my letter of October 25th to President J. A. Geisz, Philadelphia Warehousing & Cold Storage Company, and President Geisz's original letter of October 30th in reply thereto, same constituting an amendment of Clause 11, of the contract of 1898 between the Philadelphia & Reading Railway Company and the Philadelphia Warehousing and Cold Storage Company, whereby it is agreed that the terminal allowance of 35¢ per ton on freight requiring cold storage shall be increased to 60¢, effective as of September 1st, 1920. Will you please attach these letters to the contract referred to? The Comptroller has been advised accordingly.

Yours truly,

Freight Traffic Manager

RLR.FM

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Philadelphia & Reading Railway Co.

Freight Traffic Department

Office of Freight Traffic Manager

Reading Terminal

Philadelphia Oct. 25th, 1920.

File 3609

The Philadelphia Warehousing & Cold Storage Co.,
Mr. J. A. Geiss, President,
Philadelphia, Pa.

Gentlemen:

In connection with our correspondence and various conferences in the matter of terminal allowances as now covered by contract of 1898 between the Philadelphia & Reading Railway Company and the Philadelphia Warehousing & Cold Storage Company, I write to confirm the understanding reached between us that in view of the increase in labor cost we will make effective as of September 1st, 1920, rate of 60¢ per ton, gross or net, according to its classification, on commodities requiring cold storage, in place of the rate of 35¢ now provided as per Clause 11 of said contract; no change to be made in the rate as provided in same clause of 30¢ per ton on merchandise not requiring cold storage.

I would suggest that you write me confirming this understanding, with the further statement that it is understood and agreed between us that the amendment of the terminal allowance rate as per Paragraph 11 as herein stated in no wise changes the other stipulations of the said contract, and we will file these exchanged letters with the contract as a matter of definite record.

Yours very truly,

(Signed) R. L. Russell,

Freight Traffic Manager.

RLR.TH

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PHILADELPHIA WAREHOUSING AND COLD STORAGE CO.

DELAWARE AVENUE, NOBLE, BEACH AND FRONT STREETS

PHILADELPHIA, PA. October 30th, 1920.

File #3609

3609

Philadelphia & Reading Railway Co.,

Mr. R. L. Russell, Freight Traffic Manager,

Philadelphia, Pa.

NOV 1 1920

Gentlemen:-

We beg to acknowledge receipt of your letter of the 25th instant in which it is agreed that the Terminal allowance, as provided for in Clause 11 of the Contract of 1898 between our respective Companies, for Merchandise requiring cold storage, is increased from 35 cents per ton to 60 cents per ton, dating from September 1st, 1920.

It is our understanding that the rate of 30 cents per ton on merchandise not requiring cold storage remains unchanged.

It is understood and agreed between us that the contract of 1898 remains in full force and effect, other than the changes as specified herein.

Yours truly,

President

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Philadelphia & Reading Railway Company.

OFFICE OF THE VICE PRESIDENT AND TRAFFIC MANAGER.

READING TERMINAL COPY OF LETTER

PHILADELPHIA, October 3, 1914.

Mr. J. A. Geisz,
President,
Philadelphia Warehousing & Cold Storage Company,
Philadelphia, Pa.

Dear Sir:-

Referring to my letter of September 28th, relative proposed reduction from four days to two days in our new storage rules at Philadelphia:

We now find that in consequence of certain tariff complications, it will be impossible to make these new storage rules effective before November 15th.

Please note that my letter of date mentioned is hereby modified so as to make the effective date November 15th instead of November 6th, as previously stated.

Yours truly,

Vice President and
Traffic Manager.

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COPY

PHILADELPHIA WAREHOUSING AND COLD STORAGE CO.

Philadelphia, Pa.,

Sept. 30, 1914.

Mr. J. W. Auch,
Vice President and Traffic Manager,
Philadelphia & Reading Ry. Co.,
Philadelphia, Pa.

Dear Sir:-

We beg to acknowledge the receipt of your letter of the 18th inst., in which we note that on and after November 6th, 1914, two days free storage will be allowed, instead of four days, and we will be governed accordingly.

Yours truly,

(signed) J. A. Geiss

President.

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Philadelphia & Reading Railway Company.

OFFICE OF THE VICE PRESIDENT AND TRAFFIC MANAGER,
READING TERMINAL,
PHILADELPHIA.

COPY OF LETTER

September 28, 1914

Mr. J. A. Ueiss,
President,
Philadelphia Warehousing & Cold Storage Company,
Philadelphia, Pa.

Dear Sir:-

The existing contract between the Philadelphia & Reading Railway Company and the Philadelphia Warehousing & Cold Storage Company for the operation of its warehouse, as modified in 1899, provides for two days free storage on all merchandise requiring cold storage, and four days free storage on all other merchandise, this corresponding with the free storage period given by the railroad companies in Philadelphia at their stations.

We will issue tariffs, effective November 6th, 1914, making a reduction in the free time from the present four-day period to two days; and in order that the regulations in this respect shall be the same at your warehouse as at the railroad stations, it seems proper to suggest the further modification of the contract limiting the free storage period on all merchandise to two days.

Assuming that the proposal to reduce the free time from four days to two days will meet with your approval, as will also the proposition that the practice with re-

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spect to uniformity as between the railroad stations and your warehouse in the matter of free time allowances, I will attach copy of this letter to the agreement, and thank you for an acknowledgment assenting to the proposed changes or modifications so that your approval may likewise be attached to said agreement.

We are advised by the Pennsylvania Railroad Company that they will arrange with Merchants Warehouse to reduce the free storage period to two days, effective November 6th, 1914.

Yours truly,

Vice-President and Traffic Manager.

AGREEMENT Made this Twentieth day of April, 1909, between the PHILADELPHIA AND READING RAILWAY COMPANY, hereinafter called RAILWAY COMPANY, and the PHILADELPHIA WAREHOUSING AND COLD STORAGE COMPANY, hereinafter called WAREHOUSE COMPANY, supplementary to agreement between the same parties, dated the fourth day of November, 1898, WITNESSETH:

WHEREAS, Since the execution of the agreement of November 4th, 1898, Warehouse Company has purchased a lot on the West side of Beach Street, Philadelphia, and running through to Front Street, Philadelphia, which lot is opposite to the warehouses referred to in the said agreement of November 4th, 1898; and

WHEREAS Warehouse Company is about to erect on a portion of said lot a eight story iron and brick warehouse, to be used in connection with the warehouses mentioned in the said agreement of November 4th, 1898, as part of the same plant, and may in the future erect upon the balance of the lot a further addition or extension to said contemplated warehouse;

NOW IT IS AGREED:

FIRST. For the purposes of the said agreement of November 4th, 1898, the storage warehouse which is about to be erected by Warehouse Company as aforesaid, on the lot on the West side of Beach Street, and any extension or addition thereto upon said lot, shall be considered as part of the cold storage plant of Warehouse Company, and as if said new Warehouse and any extension thereof had been expressly mentioned in said agreement of November 4th,

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1898, in addition to the two warehouses therein named, namely the one owned in fee simple by Warehouse Company and the one conveyed to Railway Company, reserving rights on the part of the Warehouse Company to operate for terms of years, as therein stated.

SECOND. All the conditions, covenants, stipulations and agreements with regard to freight delivered or to be delivered by Railway Company to Warehouse Company contained in said agreement of November 4th, 1895, shall apply, whether the said freight be stored in the two warehouses referred to in said agreement, or in the new warehouse or any extension thereof referred to in this agreement.

IN WITNESS WHEREOF the parties hereto have caused their corporate seals to be hereunto affixed the day and year aforesaid.

In presence of:

H. Wallace

PHILADELPHIA AND READING RAILWAY COMPANY.

By Geo. F. Baer President.

Attest:- Secretary.

PHILADELPHIA WAREHOUSING AND COLD STORAGE CO.

By. President.

Attest:- Secretary.

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Supplementary Agreement

Phila & Reading Rail Co.

and

Phila Warehousing Co

Coal Storage

4236

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Philadelphia & Reading Railway Co
Office of the Second Vice President
Reading Terminal
Philadelphia July 15, 1899

W. R. Taylor, Esq.,
Secretary.

Dear Sir,--

For your information and file with the original contract, I enclose herewith copyed letter from Mr. W. T. Robinson, President of the Phila. Warehousing & Cold Storage Co. consenting to the change in the period of free storage from ten days to four days.

Yours truly,

Cotteridson
Second Vice President.

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ROBINSON, President and Sup't. WM. P. BRENNEN, Vice-President. J. A. GEISZ, Sec'y and Treas.

Philadelphia Warehousing and Cold Storage Co.

Delaware Avenue and Noble Street

MEMBER "AMERICAN WAREHOUSEMEN'S ASSOCIATION"

Philadelphia, April 20th, 1899.

Mr.C.E.Henderson,

Secon Vice President, P & R.Ry.Co.,

Philadelphia.

Dear Sir:-

Replying to your letter of April 18th , relative to the free storage period on general merchandise in our contract with your Company, would state that the Philadelphia Warehousing & Cold Storage Company consents to the period being changed from ten days to four days, as per the Rules and Regulations regarding storage in Philadelphia between the various Railroads.

Yours respectfully,

W. T. Robinson

President.

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AGREEMENT made this Fourth day of November A. D. 1896, between the PHILADELPHIA AND READING RAILWAY COMPANY, hereinafter called the RAILWAY COMPANY, and the PHILADELPHIA WAREHOUSING AND COLD STORAGE COMPANY, hereinafter called the WAREHOUSE COMPANY, both corporations of Pennsylvania, W I T N E S S E T H :-

WHEREAS, The READING COMPANY, hereinafter mentioned, also a corporation of Pennsylvania, is the owner of a certain lot of ground at Delaware Avenue and Noble Street, hereinafter described, now in use of the RAILWAY COMPANY, as lessee of the North Pennsylvania Railroad Company, for the operation of its railroad tracks and platform as a freight station; and

WHEREAS, The WAREHOUSE COMPANY is the owner of a lot of ground and storage warehouse adjoining said first mentioned lot; and

WHEREAS, a contract dated June 2, 1891, was heretofore entered into between the Philadelphia and Reading Railroad Company and the WAREHOUSE COMPANY, with regard to the carrying on of certain storage business, to which, with the various modifications thereof mutually agreed upon, the said RAILWAY COMPANY has become a party as successor to said Railroad Company; and

WHEREAS, increased storage accomodations are necessary at said point for the accomodation of the public, and it is desired by both said RAILWAY COMPANY and said WAREHOUSE COMPANY that such increased storage accomodations shall be secured; and

WHEREAS, after conference between the two Companies, it has been found that the most available means of accomplishing this desired result is by the erection of an additional storage building over the tracks and platform occupied by the said RAILWAY COMPANY on the aforesaid lot belonging to the said READING COMPANY adjoining the said WAREHOUSE COMPANY'S property;

N O W, In Consideration of the premises, of the mutual covenants hereinafter set forth, and of the sum of One Dollar ($1.00) by each of the said parties paid to the other, the receipt whereof is hereby acknowledged, it is agreed:-

FIRST. The RAILWAY COMPANY will cause the said READING COMPANY forthwith to grant, bargain, sell and convey unto the WAREHOUSE COMPANY, in fee simple, free of incumbrances;

ALL THAT CERTAIN PROPERTY, situated on the Northwest corner of Delaware Avenue and Noble Street, in the Fifteenth Ward of the City of Philadelphia, bounded as

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the North by the above mentioned property of THE PHILADELPHIA WAREHOUSING AND COLD STORAGE COMPANY, on the South by Noble Street, on the East by Delaware Avenue, and on the West by Beach Street, containing fronts on Delaware Avenue and Beach Street Sixty two (62) feet five and three quarters (5 3/4) inches, and a front on Noble Street of One hundred and fifty (150) feet two and one half (2 1/2) inches, reserving thereout for the use and occupation of the RAILWAY COMPANY, the platform and tracks now on said property; the WAREHOUSE COMPANY hereby agreeing to pay to the said READING COMPANY, as consideration for the said premises so to be conveyed, the sum of Twenty three thousand seven hundred and fifty dollars ($23,750);——

SECOND. The WAREHOUSE COMPANY agrees to, commence within s i x t y days from the delivery of the Deed for the said premises, and to continue with reasonable diligence until completion, the erection on said lot of ground, at its own expense, of a brick building, eight stories in height, the construction of which shall be of as permanent character as the existing building on the said adjoining lot of the WAREHOUSE COMPANY; the space below the second floor, which shall be twenty one (21) feet in the clear above the level of the tracks of the RAILWAY COMPANY, shall be occupied by the tracks and by the platform of the RAILWAY COMPANY, substantially as the same ground is now occupied, so as to allow the platform and tracks to be used and operated as they have been heretofore. The other seven stories are to be used by the WAREHOUSE COMPANY for the purposes of its business. The said WAREHOUSE COMPANY shall have the right, notwithstanding the conveyance of the said premises hereinafter provided for, in case of total or partial destruction of said building hereafter to re-erect the same subject to the provisions of this contract;——

THIRD. The said building shall be supported by steel or iron columns, except that on the South side there shall be a solid brick wall resting on a stone foundation, the columns and wall to be carried up to the height of the floor of the second story, the first story to remain open and be appropriated for the tracks of the RAILWAY COMPANY and the platform as aforesaid. It shall be so constructed as to allow reasonable methods of access by the WAREHOUSE COMPANY for persons and property to the upper floors of the said building from the ground floor upon plans to be approved by the RAILWAY COMPANY. The WAREHOUSE COMPANY shall have the right to make and maintain openings and connections between the building on its own lot and the floors of the proposed building above the first story. The WAREHOUSE COMPANY, in erecting the foundations and first story of the building herein provided for, shall have the

right to temporarily remove and alter the platform and tracks now on the said lot of ground, but only to the extent and for the time necessary for the prosecution of said work.

FOURTH. At and immediately upon the delivery of the aforesaid Deed from the said READING COMPANY conveying unto the said WAREHOUSE COMPANY and upon the payment therefor by the RAILWAY COMPANY to the WAREHOUSE COMPANY, of the sum of Twenty three thousand seven hundred and fifty dollars ($23,750), the WAREHOUSE COMPANY shall and will convey unto the RAILWAY COMPANY, the said above described lot or piece of ground so to be sold and conveyed by the READING COMPANY, by its Deed, containing the covenants, however, saving, excepting and reserving unto the WAREHOUSE COMPANY the right to erect and to maintain and operate in accordance with the stipulations hereof, for and during the term of Ninety nine (99) years from and after the Fourth day of November, A. D. 1898, the new storage warehouse to be erected upon the said lot, pursuant to the provisions of the Second and Third paragraphs hereof.

FIFTH. The WAREHOUSE COMPANY shall pay to the RAILWAY COMPANY, during the continuance of this contract for the maintenance and operation of the said new storage warehouse, the sum of Five hundred dollars ($500) per annum, from the date of the completion of the building to the termination of this contract, said payments to be made on the Fourth day of November in each year during which the same shall be payable, in advance, and shall also pay and discharge all taxes which shall be levied on the said premises, or on the improvements thereon, whenever and as often as the same shall become due and payable, during its occupancy of the said storage warehouse, except the sum of Two hundred and ninety six dollars ($296) per annum, the rate of taxation now assessed upon the premises which shall be paid by the RAILWAY CO.

SIXTH. The WAREHOUSE COMPANY covenants and agrees to keep up and maintain at its own expense, the new storage warehouse so to be constructed and its appurtenances, in good condition, repair and working order, and to maintain at all times, sufficient force, labor and appliances to promptly and expeditiously handle, store, receive and deliver merchandise and freight to the full capacity of said storehouse, and to load and unload all cars free of expense to the RAILWAY COMPANY. It being understood and agreed that, in the event of the destruction of said warehouse by fire or accident, the WAREHOUSE COMPANY shall not be obliged to rebuild the same, unless it shall elect to do so, and shall notify the RAILWAY COMPANY of its said election within ninety

days after said destruction; and, in case it shall elect to rebuild and shall give the said notice as before provided, then all the terms and conditions of this agreement shall be operative and apply to the reconstructed warehouse.

SEVENTH. The WAREHOUSE COMPANY shall pay to the RAILWAY COMPANY, when merchandise shall be delivered by it to the WAREHOUSE COMPANY, weekly, all freights and charges due upon said merchandise which shall accrue up to the time of such delivery; it being understood and agreed that for the amount of the said charges so paid, and until the same are collected from the actual consignees or owners of said merchandise on delivery of the same to them, the said WAREHOUSE COMPANY shall be entitled to the benefit of a lien on such merchandise, and shall have the right and privilege to enforce the same in the name of the RAILWAY COMPANY to the use of the WAREHOUSE COMPANY. The WAREHOUSE COMPANY shall keep up floating policies of insurance, sufficient to cover all property delivered to the WAREHOUSE COMPANY by the RAILWAY COMPANY, so as to meet all claims for losses or damages by fire to consignments while the same are in the custody of the WAREHOUSE COMPANY during a period of two (2) days, in respect of merchandise requiring cold storage, and for and in respect of all other merchandise for a period of ten (10) days and to apply the insurance money derived therefrom to the payment of claims for such loss or damage of such merchandise.

EIGHTH. The WAREHOUSE COMPANY shall not assign this contract in whole or in part, nor otherwise transfer its interest in the said new warehouse so to be erected, without the written consent of the RAILWAY COMPANY first had and obtained.

NINTH. The WAREHOUSE COMPANY shall at the end of the said term or period of ninety nine (99) years, vacate and deliver up to the RAILWAY COMPANY peaceable possession of the said warehouse so to be erected, or before that time whenever it shall cease to operate the said warehouse for the receipt and handling of merchandise delivered to it by the RAILWAY COMPANY pursuant to the provisions hereof, or whenever, in case of the total or partial destruction of the said warehouse, the WAREHOUSE COMPANY shall not restore the same in accordance with the provisions of paragraph Sixth hereof; PROVIDED, HOWEVER, that at the time of the surrender of such possession of the said warehouse hereunder, the WAREHOUSE COMPANY shall be at liberty to remove therefrom its personal property and effects, and also such machinery, fixtures and appliances as may be removable without injury to the building; AND PROVIDED

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FURTHER, That at the end of the said period of ninety nine years, the said WAREHOUSE COMPANY shall have the option to lease the said warehouse so to be constructed and to continue the use and occupation thereof in the manner and for the purposes herein provided for another term of ninety nine years, at an annual rental which shall be equal to the fair rental value of the premises so to be demised, to be fixed and determined by mutual agreement, and in case the parties shall fail to agree upon the amount of the said rental value, the same shall upon the request of either party be determined by arbitrators to be appointed in the manner and with the effect specified in the twelfth paragraph hereof. It being expressly understood and agreed that the WAREHOUSE COMPANY shall give to the RAILWAY COMPANY, notice of its intention to exercise its said option to take such lease, at least six months' prior to the expiration of the said first period of ninety nine years.

TENTH, The RAILWAY COMPANY covenants and agrees to deliver to the WAREHOUSE COMPANY, for general storage and warehousing either in its now existing warehouse or in the new warehouse so to be erected as hereinbefore provided, all consignments of freight which it may find necessary or desirable to store in other than its own warehouses at said locality, and to deliver to it for cold storage and warehousing, all consignments of dairy and other products, such as eggs, butter, cheese, poultry, etc., as can be controlled by it, and to make deliveries thereof upon the tracks in the immediate vicinity of the platforms of the RAILWAY COMPANY near such warehouses, which said merchandise requiring cold storage shall be entitled to free storage for a period of two (2) days, and all other merchandise shall be entitled to free storage for a period of ten (10) days. And it is understood and agreed that all loading and unloading of cars at said railway platforms shall be done by the WAREHOUSE COMPANY. The RAILWAY COMPANY hereby appoints the WAREHOUSE COMPANY as its, the RAILWAY COMPANY'S, agent and warehouseman for all such merchandise so to be delivered by the RAILWAY COMPANY, such agency to extend, however, only to the receipt, storage and delivery of consignments to and from the RAILWAY COMPANY, and to the collection of freight and charges thereon; but such agency shall not be taken or held to relieve the WAREHOUSE COMPANY from its liability or responsibility as a warehouseman, nor from claims for loss or damage which may arise by reason of its own acts or omissions; PROVIDED, HOWEVER, That the RAILWAY COMPANY hereby reserves the right, in case the WAREHOUSE COMPANY shall not furnish room therefor, to contract with others for such additional space as it may require.

SEVENTH. The RAILWAY COMPANY shall pay to the WAREHOUSE COMPANY, as a terminal allowance for the facilities so to be afforded, and the services so to be rendered as hereinbefore provided as aforesaid (that is to say, for the receiving, handling, free storage and insurance as before recited), the sum of thirty five cents per ton, gross or net, according to its classification for each and every ton of said merchandise, requiring cold storage received from the RAILWAY COMPANY, and handled and stored by the WAREHOUSE COMPANY, and the sum of thirty cents per ton for each and every ton of all other merchandise, not requiring cold storage received from the RAILWAY COMPANY and handled and stored by the WAREHOUSE COMPANY.

Payment of all amounts to accrue to the WAREHOUSE COMPANY during each month shall be made by the RAILWAY COMPANY on or before the fifteenth day of the succeeding month; PROVIDED, HOWEVER, that the said payments shall not be made by the RAILWAY COMPANY in respect of any merchandise transported by it for which it shall have only rendered a switching or transfer service to or from other lines of railroad or to or from other warehouses, in which cases the WAREHOUSE COMPANY shall be at liberty to decline to receive such consignments in any case where it may be unable to collect such terminal charges from the railroad company or person offering to send the same to said warehouse.

EIGHTH. This agreement shall be binding upon the parties hereto and enure to the benefit of their respective successors and assigns, and shall be held and taken to supersede and take the place of the before-mentioned contract between the WAREHOUSE COMPANY and the Philadelphia and Reading Railroad Company. It shall continue in effect only so long as the WAREHOUSE COMPANY shall continue to maintain and operate the said new storage warehouse as is to be erected as hereinbefore provided, save and except that the provisions hereof in respect of the time during which free storage shall be furnished by the WAREHOUSE COMPANY, and the rates to be paid by the RAILWAY COMPANY to the WAREHOUSE COMPANY for the above mentioned facilities and services, which shall be changed from time to time by mutual agreement so as to conform to the course of business at other railroad warehouses in the City of Philadelphia. In case the parties shall fail to agree upon a fair and reasonable increase or diminution of such time or charges, to best current competition, the same shall be determined by arbitration, each party to select an arbitrator, and the two so appointed shall select a third, and their determination or that of a majority of them shall be final and conclusive and be binding upon the parties, with like effect as though

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the terms thereof were submitted in this agreement, and in case of the failure of either party to nominate an arbitrator within thirty days after request of the other so to do the arbitrator appointed by the party not in default shall appoint a second arbitrator and the two so appointed shall select a third, and the decision of the arbitrators so appointed or a majority of them, shall, likewise be binding and conclusive upon the parties and neitherparty shall be at liberty to decline to enter upon, or afterwards to withdraw from such arbitration, but any award of such arbitrators shall be binding and conclusive, notwithstanding such withdrawal.

And it is further understood and agreed that the WAREHOUSE COMPANY shall make the consignees or consignors no higher charges for services rendered in handling, receiving, storing or shipping merchandise than are charged for the time being, for similar services, by other railroad warehouses in the City of Philadelphia, unless the consent of the RAILWAY COMPANY to make higher charges shall be first given in writing, and that in case it shall at any time be claimed that such consent shall be unreasonably withheld by the RAILWAY COMPANY, the matter in dispute shall be determined by arbitrators to be appointed in the manner and with the effect hereinbefore provided.

WITNESSETH, If at any time the PHILADELPHIA WAREHOUSING AND COLD STORAGE COMPANY is compelled to pay any money on account of liens or incumbrances existing against the lot of ground mentioned in this agreement, and prior to the execution hereof, or if it shall for its own protection, upon proceedings taken upon such liens or incumbrances, purchase any additional premises covered thereby, then the PHILADELPHIA WAREHOUSING AND COLD STORAGE COMPANY, in addition to any other remedies against the PHILADELPHIA AND READING RAILWAY COMPANY shall have the right to continue this easement after the time hereinbefore limited for its continuance, until it shall be repaid any moneys so paid, and until the PHILADELPHIA AND READING RAILWAY COMPANY shall repurchase any premises which the PHILADELPHIA WAREHOUSING AND COLD STORAGE COMPANY shall have so purchased, at the price at which it purchased.

IN WITNESS WHEREOF, the said parties hereto have caused their corporate seals

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to be hereunto affixed, duly attested, the day and year aforesaid.

Note: In presence of:
After the word "warehouse" at end of Fifth paragraph, the interlineation of the following words: "except the sum of Two hundred and ninety six dollars ($296) per annum, the rate of taxation now assessed upon the premises which shall be paid by the RAILWAY CO.," before signing.

PHILADELPHIA AND READING RAILWAY COMPANY.

By:-

President.

Attest:-

Secretary.

THE PHILADELPHIA WAREHOUSING AND COLD STORAGE COMPANY.

By:-

President.

Attest:-

Secretary.

State of Pennsylvania. }
County of Philadelphia } ss.

Be it Remembered, That on the Seventeenth day of December one thousand eight hundred and ninety eight before me, the subscriber, a Notary Public in and for said County personally appeared H. R. Taylor who, being duly sworn according to law, deposed and said that he is the Secretary of "Philadelphia and Reading Railway Company" the corporation named in the above and foregoing Agreement; that he was personally present at the execution of the said Agreement; and saw the corporate seal of the said Company affixed thereto; that J. S. Harris the President of the said Company, did then sign, seal, and deliver the said Agreement as the act and deed of the said Company, by virtue of the authority vested in him as such President, and desire that the said Agreement might be recorded as such act and deed; that the seal so affixed is the common or corporate seal of the said Company; that he, the deponent, at the same time signed his name to the said Agreement as a subscribing witness thereto, and as said Secretary in attestation of the due execution and delivery thereof; and that the names of the said President and of this deponent, subscribed to the said Agreement as aforesaid are of their own proper and respective handwriting.

Sworn and subscribed before me this day and year first aforesaid.

Witness my hand and Notarial Seal.

H. R. Taylor

Notary Public

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State of Pennsylvania, } ss.
County of Philadelphia

Be it Remembered, That on the Twenty third day of November one thousand eight hundred and Ninety eight before me, the subscriber, A NOTARY PUBLIC TO & FOR THE COMMONWEALTH OF PENNSYLVANIA RESIDING IN THE CITY OF PHILADELPHIA

personally appeared J. A. Geisy who, being duly sworn according to law, deposed and said that he is the Secretary of the Philadelphia Warehousing and Ice Storage Company the corporation named in the above and foregoing Agreement; that he was personally present at the execution of the said Agreement; and saw the corporate seal of the said Company affixed thereto; that W. J. Robinson the _____ President of the said Company, did then sign, seal, and deliver the said Agreement as the act and deed of the said Company, by virtue of the authority vested in him as such _____ President, and desire that the said Agreement might be recorded as such act and deed; that the seal so affixed is the common or corporate seal of the said Company; that he, the deponent, at the same time signed his name to the said Agreement as a subscribing witness thereto, and as said Secretary in attestation of the due execution and delivery thereof; and that the names of the said _____ President and of this deponent, subscribed to the said Agreement as aforesaid are of their own proper and respective handwriting.

Sworn and subscribed before me the day and year first aforesaid. Witness my hand and Notarial seal

J. A. Geisy

George Hauk
Notary Public

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EXHIBIT No. 59

Witness: —— ——

I. C. C. Docket No. 20968

JAMES GALLAGHER ET AL.

vs.

THE PENNSYLVANIA RAILROAD COMPANY

Extracts from P. R. R. Station Lists Showing Merchants Warehouse Company Warehouses and Quaker City Cold Storage Company (Spruce St. Stores) as P. R. R. Stations

Station No.	Station	Issue
305	Kensington Includes Facilities of Merchants Warehouse Co. No. 3.	Sup. #5, PRR GO-ICC 402, 2-1-09. PRR GO-1CC 3800, 4-12-12. PRR GO-ICC 7000, 10-15-15. PRR GO-ICC 10000, 11-1-19.
309	Shackamaxon Station Includes all facilities of Merchants Warehouse Co. No. 4.	Sup. #42, PRR GO-ICC 402, 10-1-11. PRR GO-ICC 3800, 4-12-12. PRR GO-ICC 7000, 10-15-15.
	Change Includes all facilities of Merchants Warehouse Co. No. 4. Merchants Warehouse Co. No. 4 is under the jurisdiction of Shackamaxon Station, but is a separate and distinct delivery from Shackamaxon.	Sup. #31, PRR GO-ICC 7000, 9-1-18. PRR GO-ICC 10000, 11-1-19.
1034	Dock Street Station Includes all facilities of Merchants Warehouse Co. Nos. 5 & 6.	Sup. #42, PRR GO-ICC 402, 10-1-11. PRR GO-ICC 3800, 4-12-12. PRR GO-ICC 7000, 10-15-15.
	Change Includes all facilities of Merchants Warehouse Co. Nos. 5 & 6 (River Front Stores). Merchants Warehouse Co. (River Front Stores) is within the jurisdiction of Dock St. Station, but is a delivery separate and distinct from Dock St. Station and shipments in less than carload and carloads can be handled at this warehouse.	Sup. #31, PRR GO-ICC 7000, 9-1-18. PRR GO-ICC 10000, 11-1-19.

[fol. 968]

Station No.	Station	Issue
1034	Change	
	Includes all facilities of Merchants Warehouse Co. Nos. 5 & 6 (River Front Stores) and Merchants Warehouse Co. (Webb Warehouse). Merchants Warehouse Co. (River Front Stores and Webb Warehouse) are within the jurisdiction of Dock Street Station, but are deliveries separate and distinct from Dock St. Station, and shipments in carloads and less than carloads can be handled at these warehouses.	Sup. #32, PRR GO-ICC, 10000, 11-1-22.
	Includes all facilities of the Quaker City Cold Storage Company (Spruce St. Stores) for the handling of inbound carload and less than carload shipments of dairy freight, viz.: butter, cheese, eggs and dressed poultry. The Quaker City Cold Storage Co. (Spruce St. Stores) is under the jurisdiction of Dock St. Station, but is a delivery separate and distinct from Dock St. Station.	
1040	Federal Street Station	
	Includes all facilities of Merchants Warehouse Co. Nos. 7 and 8, Merchants Warehouse Co. No. 7 is under the jurisdiction of Federal St. Sta. and occupies the upper floors of the inbound freight house. Merchants Warehouse Co. No. 8 is under the jurisdiction of Federal St. Sta., but has a delivery separate and distinct from Federal St. Sta. and shipments in carloads and less than carloads can be handled at this warehouse.	Sup. #37, PRR GO-ICC 7000, 4-1-19. PRR GO-ICC 10000, 11-1-19.
7001	Broad & Washington Ave.	Sup. #2, PRR GO-ICC 40[illegible], 10-1-11. PRR GO-ICC 3800, 4-12-12. PRR GO-ICC 7000, 10-15-15.
	Includes all facilities of Merchants Warehouse Co. No. 1 (Flour).	

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7001	Change	
	Includes all facilities of Merchants Warehouse Co. No. 1 (Flour). Merchants Warehouse Co. No. 1 is under the jurisdiction of Broad & Washington Ave. Station, but has a delivery separate and distinct from Broad & Washington Ave.	- Sup. #21, PRR GO-ICC 7000, 12-1-17. PRR GO-ICC 10000, 11-1-19.

Station No.	Station	Issue
7404	31st & Chestnut Sts. Includes all facilities of Merchants Warehouse Co. No. 2.	Sup. 242, PRR GO-ICC 402, 10-1-11. PRR GO-ICC 38000, 4-12-12. PRR GO-ICC 7000, 10-15-15. PRR GO-ICC 10000, 11-1-19.

7-11-28.
HLR-s.

[fol. 970] Extracts from P. R. R., G. O., I. C. C. 14700—List of Stations and Agencies on P. R. R.

Current Tariff

Station No.	Station
365	Kensington (Philadelphia) Pa. Includes all facilities of Merchants' Warehouse Co. No. 3 as an additional point of receipt and delivery of freight.
369	Shackamaxon (Philadelphia) Pa. Includes the facilities of Merchants' Warehouse Co. No. 4 as an additional point of receipt and delivery of freight.
1034	Dock St., Philadelphia, Pa. Includes the facilities of Merchants' Warehouse Co. Nos. 5 and 6 (River Front Stores), and Merchants' Warehouse Co. (Webb Warehouses), as additional points of receipt and delivery of carload and less carload freight. Includes the facilities of the Quaker City Cold Storage Company (Spruce Street Stores) as an additional point of receipt and delivery of inbound carload and less carload shipments of dairy freight, viz: Butter, Cheese, Eggs and Dressed Poultry.
1040	Federal Street, Philadelphia, Pa. Includes the facilities of Merchants' Warehouse Co. No. 7 as an additional point of receipt of inbound freight. Merchants' Warehouse Co. No. 7 occupies the upper floors of the inbound freight house. Includes the facilities of the Merchants' Warehouse Co. (Front & Bainbridge Streets) as an additional point of receipt and delivery of freight.
7001	Broad Street and Washington Avenue, Philadelphia, Pa. Includes the facilities of Merchants' Warehouse Co. No. 1 as an additional point of receipt and delivery of freight.
7404	31st & Chestnut Streets, West Philadelphia, Pa. Includes all facilities of Merchants' Warehouse No. 2.

T. J. B. 7-18-28.

[fol. 971]

EXHIBIT No. 60

Witness: —— ——

I. C. C. Docket No. 20968

JAMES GALLAGHER ET AL.

vs.

THE PENNSYLVANIA RAILROAD COMPANY

Extract from Pennsylvania Railroad Tariff G.O.-I.C.C. No. 14322, Terminal Arrangements at Camden, N. J., and Philadelphia, Pa.

Rule 32. Warehouses Considered Freight Stations During Free Time.—In the application of Storage Rules and Charges as published in Agent B. T. Jones' I. C. C. No. 1491, P. S. C. R. No. 86 (Agent's Index No. 54), supplements thereto or reissues thereof, the following warehouses in Philadelphia, Pa., are considered freight stations during the free time:

Name of warehouse	Street address	Station number	Station jurisdiction
Merchants' Warehouse Company (River Front Stores)	Delaware Avenue and Chestnut Street	1034	Dock Street
Merchants' Warehouse Company (Webb Warehouse)	Delaware Avenue and Walnut Street	1034	Dock Street
Merchants' Warehouse Company	15th and Carpenter Streets	7001	Broad Street and Washington Ave.
Merchants' Warehouse Company	Beach Street above Laurel Street	369	Shackamaxon
Merchants' Warehouse Company	31st and Chestnut Streets	7404	31st and Chestnut Sts.
Merchants' Warehouse Company	Front and Berks Streets	365	Kensington.
Merchants' Warehouse Company	Front and Federal Streets	1040	Federal Street.
Merchants' Warehouse Company	Front and Bainbridge Streets	1040	Federal Street.
Merchants' Warehouse Company	Front and Kenilworth Streets	1037	Washington Avenue Wharf.
Pennsylvania Cold Storage and Market Company	29th and Market Streets	1077	Arrangement discontinued.
Philadelphia Tidewater Terminal	Foot and Oregon Streets	1037	Washington
Quaker City Cold Storage Company	Delaware Avenue and Spruce Street	1034	Avenue Wharf. Dock Street.

10-5-28. EF-s.

[fol. 972]

EXHIBIT No. 61

Witness: ——

I. C. C. Docket No. 20968

JAMES GALLAGHER et al.

vs.

THE PENNSYLVANIA RAILROAD COMPANY

Extract from Pennsylvania Railroad Tariff G. O.-I. C. C. No. 14370- Exceptions to Official Classification

Exceptions to Rule 27

At Philadelphia, Pa.:

Package freight (see note) carried at carload rates will be loaded or unloaded by the carriers at the stations in Philadelphia specified below, except when handled direct to or from cars on team tracks at owner's request.

Vine Street, Walnut Street Wharf, Dock Street, Federal Street, Broad Street and Washington Avenue, Pennsylvania Produce Terminal, 30th and Market Streets, Shackamaxon, Kensington, Ontario Street, Fair Hill, North Philadelphia proper (not to include Diamond Street Yard or 12th Street Yard).

NOTE.—The term package freight does not include Automobiles and other Motor Vehicles.

Hay carried at carload rates will be loaded or unloaded by the carrier at the Hay Warehouses in Philadelphia, Pa., enumerated in G. O.-I. C. C. No. 14322, G. O.-P. S. C.-Pa.-No. 4813 (Agent's Index No. 17), supplements thereto or reissues thereof.

10-5-28.
EF-s.

[fol. 973]

EXHIBIT No. 62

Witness: —— ——

JAMES GALLAGHER ET AL.

vs.

THE PENNSYLVANIA RAILROAD COMPANY

I. C. C. Docket No. 20968

Historical Statement Showing Allowances to Warehouse Companies as Published in Pennsylvania Railroad Tariffs On and After December 1, 1912

Allowances: Merchants Warehouse Co.

Warehouse	Commodity and rate	Tariff reference
Delaware Ave., Water, Chestnut & Gatzmer, and 15th & Carpenter Sts.	On Flour, 50,000 barrels or less, handled in one month. 3½¢ per barrel On Flour, Over 50,000 barrels, handled in one month. 2½¢ per barrel All other merchandise..... 40¢ per 2000 lbs.	PRR GO-ICC 4144, Eff. 12-1-12.
31st & Chestnut Sts., Beach and Laurel, and Front & Berks Sts.	All freight..... 35¢ per 2000 lbs.	PRR GO-ICC 4144, Eff. 12-1-12.
15th & Carpenter Sts.....	On Flour, 50,000 barrels or less, handled in one month. 3½¢ per barrel On Flour, Over 50,000 barrels, handled in one month. 2½¢ per barrel All other merchandise..... 35¢ per 2000 lbs.	Sup. 10, PRR GO-ICC 4144, Eff. 12-1-16.
Delaware Ave., Water, Chestnut and Walnut Sts.	On Flour, 50,000 barrels or less, handled in one month. 3½¢ per barrel Do. Over 50,000 barrels, handled in one month. 2½¢ per barrel All other merchandise..... 40¢ per 2000 lbs.	Sup. 10, PRR GO-ICC 4144, Eff. 12-1-16.
Federal St. Added, 31st & Chestnut Sts., Front & Berks Sts., Beach and Laurel Sts., and Federal St.	All freight..... 35¢ per 2000 lbs.	Sup. 11, PRR GO-ICC 4144, Eff. 1-1-17.

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Delaware Ave., Water, Chestnut & Walnut Sts.	On Flour, 50,000 barrels or less, handled in one month. 3½¢ per barrel Do. Over 50,000 barrels, handled in one month. 2½¢ per barrel All other merchandise..... 40¢ per 2000 lbs.	PRR GO-ICC 8340, Eff. 4-20-18.
31st & Chestnut Sts., Front & Berks Sts., Beach and Laurel Sts,. and Federal St.	All freight..... 35¢ per 2000 lbs.	PRR GO-ICC 8340, Eff. 4-20-18.
15th & Carpenter Sts.....	On Flour, 50,000 barrels or less, handled in one month. 3½¢ per barrel Do. Over 50,000 barrels, handled in one month. 2½¢ per barrel All other merchandise..... 35¢ per 2000 lbs.	PRR GO-ICC 8340, Eff. 4-20-18.
Delaware Ave., Water, Chestnut and Walnut Sts.	On Flour, 50,000 barrels or less, handled in one month. 3½¢ per barrel Do. Over 50,000 barrels, handled in one month. 2½¢ per barrel All other merchandise..... 50¢ per 2000 lbs.	Sup. 7, PRR GO-ICC 8340, Eff. 6-23-19.

[fol. 974] Warehouse	Commodity and rate	Tariff reference
31st & Chestnut Sts., Front and Berks Sts., Beach and Laurel Sts., and Federal St.	All freight..... 50¢ per 2000 lbs.	Sup. 7, PRR GO-ICC 8340, Eff. 6-23-19.
15th & Carpenter Sts.....	On Flour, 50,000 barrels or less, handled in one month. 3½¢ per barrel Do. Over 50,000 barrels, handled in one month. 2½¢ per barrel All other merchandise..... 50¢ per 2000 lbs.	Sup. 7, PRR GO-ICC 8340, Eff. 6-23-19.
Delaware Ave., Water, Chestnut & Water Sts.	On Flour, 50,000 barrels or less, handled in one month. 3½¢ per barrel Do. Over 50,000 barrels, handled in one month. 2½¢ per barrel All other merchandise..... 50¢ per 2000 lbs.	PRR GO-ICC 11688, Eff. 7-1-21.
31st & Chestnut Sts., Front & Berks Sts., Beach and Laurel Sts., and Federal St.	All freight..... 50¢ per 2000 lbs.	PRR GO-ICC 11688, Eff. 7-1-21.
15th & Carpenter Sts.....	On Flour. 50,000 barrels or less, handled in one month. 3½¢ per barrel Do. Over 50,000 barrels, handled in one month. 2½¢ per barrel All other merchandise..... 50¢ per 2000 lbs.	PRR GO-ICC 11688, Eff. 7-1-21.

EXHIBIT No. 62—Continued

Warehouse	Commodity and rate	Tariff reference
Delaware Ave. & South St...	All freight..... 35¢ per 2000 lbs.	PRR GO-ICC 11688, Eff. 7-1-21.
Delaware Ave. & South St...	On Flour, 50,000 barrels or less, handled in one month. 3½¢ per barrel Do. Over 50,000 barrels, handled in one month. 2½¢ per barrel All other merchandise..... 35¢ per 2000 lbs.	Sup. 3, PRR GO-ICC 11688, Eff. 5-10-22.
Delaware Ave. & South St. and Front & Bainbridge St.	On Flour, 50,000 barrels or less, handled in one month. 3½¢ per barrel Do. Over 50,000 barrels, handled in one month. 2½¢ per barrel All other merchandise..... 35¢ per 2000 lbs.	Sup. 4, PRR GO-ICC 11688, Eff. 6-17-22.
Delaware Ave. & South St....	Cancelled	Sup. 11, PRR GO-ICC 11688, 6-1-23.
Front & Bainbridge Sts.....	On Flour, 50,000 barrels or less, handled in one month. 3½¢ per barrel Do. Over 50,000 barrels, handled in one month. 2½¢ per barrel All other merchandise..... 35¢ per 2000 lbs.	Sup. 12, PRR GO-ICC 11688, Eff. 7-1-23.
Delaware Ave., Water, Chestnut & Walnut Sts.	On Flour, 50,000 barrels or less, handled in one month. 3½¢ per barrel Do. Over 50,000 barrels, handled in one month. 2½¢ per barrel On Flour, other than in barrels, and all other merchandise ..... 50¢ per 2000 lbs.	Sup. 12, PRR GO-ICC 11688. Eff. 6-25-23.

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15th & Carpenter Sts.....	On Flour in barrels, 50,000 barrels or less, handled in one month..... 3½¢ per barrel On Flour in barrels, Over 50,000 barrels, handled in one month ..... 2½¢ per barrel On Flour, other than in barrels, and all other merchandise ..... 50¢ per 2000 lbs.	Sup. 12, PRR GO-ICC 11688, Eff. 6-25-23.

Delaware Ave., Water, Chestnut & Walnut Sts.	On Flour in barrels, 50,000 barrels or less, handled in one month ..... 3½¢ per barrel On Flour in barrels, Over 50,000 barrels, handled in one month ..... 2½¢ per barrel On Flour, other than in barrels, and all other merchandise ..... 50¢ per 2000 lbs.	PRR GO-ICC 13640, Eff. 10-15-23.
15th & Carpenter Sts.....	On Flour in barrels, 50,000 barrels or less, handled in one month ..... 3½¢ per barrel On Flour in barrels, Over 50,000 barrels, handled in one month ..... 2½¢ per barrel On Flour, other than in barrels, and all other merchandise ..... 50¢ per 2000 lbs.	PRR GO-ICC 13640, Eff. 10-15-23.
Front & Bainbridge Sts.....	On Flour in barrels, 50,000 barrels or less, handled in one month ..... 3½¢ per barrel On Flour in barrels, Over 50,000 barrels, handled in one month ..... 2½¢ per barrel On Flour, other than in barrels, and all other merchandise ..... 35¢ per 2000 lbs.	PRR GO-ICC 13640, Eff. 10-15-23.
31st & Chestnut Sts., Front & Berks Sts., Beach and Laurel Sts. and Federal St.	All freight ..... 50¢ per 2000 lbs.	PRR GO-ICC 13640, Eff. 10-15-23.
Bainbridge, Front, Kenilworth and Penn Sts.	On Flour in barrels, 50,000 barrels or less, handled in one month ..... 3½¢ per barrel On Flour in barrels, Over 50,000 barrels, handled in one month ..... 2½¢ per barrel On Flour, other than in barrels, and all other merchandise ..... 35¢ per 2000 lbs.	Sup. 8, PRR GO-ICC 13640, Eff. 3-23-25.
Delaware Ave., Water, Chestnut and Walnut Sts.	On Flour in barrels, 50,000 barrels or less, handled. in one month ..... 3½¢ per barrel On Flour in barrels, Over 50,000 barrels, handled in one month ..... 2½¢ per barrel On Flour, other than in barrels, and all other merchandise ..... 50¢ per 2000 lbs.	PRR GO-ICC 14358, Eff. 11-1-25.

EXHIBIT No. 62—Continued

Warehouse	Commodity and rate	Tariff reference
15th & Carpenter Sts.	On Flour in barrels, 50,000 barrels or less, handled in one month ..... 3½¢ per barrel On Flour in barrels, Over 50,000 barrels, handled in one month ..... 2½¢ per barrel On Flour, other than in barrels, and all other merchandise ..... 50¢ per 2000 lbs.	PRR GO-ICC 14358, Eff. 11-1-25.
31st & Chestnut Sts., Front and Berks Sts., Beach and Laurel Sts. and Federal St.	All freight ..... 50¢ per 2000 lbs.	PRR GO-ICC 14358, Eff. 11-1-25.
Front & Bainbridge Sts.	On Flour in barrels, 50,000 barrels or less, handled in one month ..... 3½¢ per barrel On Flour in barrels, Over 50,000 barrels, handled in one month ..... 2½¢ per barrel On Flour, other than in barrels, and all other merchandise ..... 35¢ per 2000 lbs.	PRR GO-ICC 14358, Eff. 11-1-25.

[fol. 976]

Bainbridge, Front, Kenilworth and Penn Sts.	On Flour in barrels, 50,000 barrels or less, handled in one month ..... 3½¢ per barrel On Flour in barrels, Over 50,000 barrels, handled in one month ..... 2½¢ per barrel On Flour, other than in barrels, and all other merchandise ..... 35¢ per 2000 lbs.	PRR GO-ICC 14358, Eff. 11-1-25.
Delaware Ave., Water, Chestnut and Walnut Sts.	On Flour in barrels, 50,000 barrels or less, handled in one month ..... 3½¢ per barrel On Flour in barrels, Over 50,000 barrels, handled in one month ..... 2½¢ per barrel On Flour, other than in barrels, and all other merchandise ..... 50¢ per 2000 lbs.	PRR GO-ICC 14400, Eff. 2-20-26. (Present tariff)

15th & Carpenter Sts.	On Flour in barrels, 50,000 barrels or less, handled in one month ..... 3½¢ per barrel On Flour in barrels, Over 50,000 barrels, handled in one month ..... 2½¢ per barrel On Flour, other than in barrels, and all other merchandise ..... 50¢ per 2000 lbs.	PRR GO-ICC 14400, Eff. 2-20-26.
31st & Chestnut Sts., Front & Berks Sts., Beach and Laurel Sts. and Federal St.	All freight ..... 50¢ per 2000 lbs.	PRR GO-ICC 14400, Eff. 2-20-26.
Front & Bainbridge Sts.	On Flour in barrels, 50,000 barrels or less, handled in one month ..... 3½¢ per barrel On Flour in barrels, Over 50,000 barrels, handled in one month ..... 2½¢ per barrel On Flour, other than in barrels, and all other merchandise ..... 35¢ per 2000 lbs.	PRR GO-ICC 14400, Eff. 2-20-26.
Bainbridge, Front, Kenilworth and Penn Sts.	On Flour in barrels, 50,000 barrels or less, handled in one month ..... 3½¢ per barrel On Flour in barrels, Over 50,000 barrels, handled in one month ..... 2½¢ per barrel On Flour, other than in barrels, and all other merchandise ..... 35¢ per 2000 lbs.	PRR GO-ICC 14400, Eff. 2-20-26.

NOTE.—The following note added under all above allowances, Supplement 5, PRR Tariff GO-ICC 8340, Eff. 7-5-19:

"No payment will be made on inbound and outbound traffic stored in transit."

NOTE.—The following note added under all above allowances: Supplement 9, PRR Tariff GO-ICC 13640, Eff. 4-23-25:

"No payment will be made on inbound or outbound traffic, milled, mixed, malted or stored in transit under the provisions of tariffs lawfully on file with the Interstate Commerce Commission and The Public Service Commission of the Commonwealth of Pennsylvania."

NOTE.—The following note added under all above allowances: PRR Tariff GO-ICC 14400, Eff. 2-20-26:

"No payment will be made on inbound or outbound traffic, milled, mixed, malted or stored in transit under the provisions of tariffs lawfully on file with the Interstate Commerce Commission and The Public Service Commission of the Commonwealth of Pennsylvania, nor on any traffic consigned to or by the warehouse company."

EXHIBIT No. 62—Continued

Warehouse	Commodity and rate	Tariff reference
Delaware Avenue, Bainbridge Street, Water Street and Kenilworth Street (*)	On Flour in barrels, 50,000 barrels or less, handled in one month ..... 3½¢ per barrel On Flour in barrels, Over 50,000 barrels, handled in one month ..... 2½¢ per barrel On Flour, other than in barrels, and all other merchandise ..... 50¢ per 2000 lbs.	Sup. 2, PRR GO-ICC 14400, Eff. 9-1-27.

No payment will be made on inbound or outbound traffic, milled, mixed, malted or stored in transit under the provisions of tariffs lawfully on file with the Interstate Commerce Commission and The Public Service Commission of the Commonwealth of Pennsylvania, nor on any traffic consigned to or by the warehouse company.

(*) Changed to "Delaware Avenue, Bainbridge Street, Penn Street and Kenilworth Street": Supplement 3, PRR Tariff GO-ICC 14400, Eff. 1-5-28.

[fol. 977]

The Quaker City Cold Storage Co.

Warehouse	Commodity and rate	Tariff reference
Spruce St. stores	On inbound less than carload shipments of Butter, Cheese, Eggs and Dressed Poultry ..... 50¢ per 2000 lbs. On inbound carload shipments of Butter, Cheese, Eggs and Dressed Poultry ..... 50¢ per 2000 lbs.	Sup. 7 PRR GO-ICC 11688, Eff. 10-1-22.
Spruce St. stores	Same as above	PRR GO-ICC 13640, Eff. 10-15-23.
Spruce St. stores	Same as above	PRR GO-ICC 14358, Eff. 11-1-25.
Spruce St. stores	Same as above, with following addition: "No allowance will be made on traffic consigned to or by these storage companies."	PRR GO-ICC 14400, Eff. 2-20-26. (Present Tariff.)
Spruce St. stores 5-29-28. HLR-s.	Same as in Supplement No. 7, PRR GO-ICC 11688, except the addition of the following note: "No payment will be made on inbound or outbound traffic stored in transit under the provisions of tariffs lawfully on file with the Interstate Commerce Commission and The Public Service Commission of the Commonwealth of Pennsylvania, nor on any traffic consigned to or by the Quaker City Cold Storage Company."	Sup. 5, PRR GO-ICC 14400, Eff. 5-15-28.

[fol. 978] EXHIBIT No. 63

Witness: —— ——

I. C. C. Docket No. 20968

JAMES GALLAGHER et al.

vs.

THE P. R. R. Co.

United States Railroad Administration, Director General of Railroads

Pennsylvania Railroad, Eastern Lines; West Jersey & Seashore Railroad; New York, Philadelphia & Norfolk Railroad; Huntingdon & Broad Top Mountain Railroad.

Office of Freight Traffic Manager.

Elisha Lee 5-29-19, etc. Increase in loading and unloading allowance to Merchants' Warehouse Co., from 35 to 50 cents per ton.

Philadelphia, May 29, 1919.

Referred to

Mr. J. L. Eysmans, General Freight Agent:

Will you please arrange for prompt changes in the tariffs, as directed by Mr. Markham in letter to Mr. Lee, under date 26th instant, copy attached, the present allowance of 35¢ to be increased to 50¢, to become effective as soon as tariffs can be duly authorized and published.

This represents an increase of 42.9%, and based upon 1918 allowances an additional amount of $39,500.00 per annum.

G. D. Ogden, Freight Traffic Manager.

[fol. 979] Philadelphia, May 29, 1919.

Subject: Increase in loading and unloading allowance to Merchants' Warehouse Co., from 35 to 50 cents per ton. C. H. M. 5-26.

Respectfully referred to Mr. G. D. Ogden, Freight Traffic Manager, for the necessary arrangements.

(Signed) Elisha Lee, Federal Manager.

Copy.

[fol. 980] United States Railroad Administration

Allegheny Region

C. H. Markham, Regional Director

Broad Street Station, Philadelphia

May 26th, 1919.

Unloading Allowances to Merchants' Warehouse Company, Philadelphia.

Mr. Elisha Lee, Federal Manager P. R. R., etc., Philadelphia.

DEAR SIR: I enclose copy of my letter of this date to Mr. Chambers, respecting allowances to the Merchants' Warehouse Company.

Please arrange for prompt changes in your tariffs in accordance therewith.

Yours truly, (Signed) C. H. Markham, Regional Director.

Copy.

[fol. 981] United States Railroad Administration

Allegheny Region

C. H. Markham, Regional Director

Broad Street Station, Philadelphia

May 26th, 1919.

Unloading allowances to Merchants' Warehouse Company, Philadelphia.

Mr. Edward Chambers, Director Division of Traffic, Washington, D. C.

DEAR SIR: Attached is a copy of Section 5 of contract between the Pennsylvania Railroad Company and the Merchants' Warehouse Company.

In accordance therewith, the Merchants' Warehouse Company, under date of January 28th, 1919, served formal notice upon the Pennsylvania Railroad Company, the Re-

gional Director and Federal Manager Lee. A copy of one of these notices is enclosed herewith.

After consultation with Mr. Geo. Stuart Patterson, counsel of the Pennsylvania Railroad, it was decided to advise the Merchants' Warehouse Company that the Administration would not arbitrate the question, but would discuss with it the proper adjustment of the matter. After several conferences, it has been agreed to increase the 35¢ loading and unloading allowance to 50¢ per net ton, same to become effective as soon as tariffs can be issued, the question of retroactiveness to be left for further consideration. The Pennsylvania Railroad has been instructed to revise its tariffs accordingly.

In view of the unusual nature of this contract and the fact that it is costing the railroads from 60¢ to 64¢ per ton to perform exactly the same service at Cupples Station, St. Louis, I am sure you will find this adjustment of the matter satisfactory.

Yours truly, —— ——, Regional Director.

Copy.

[fol. 982]

EXHIBIT No. 64

Witness: —— ——

I. C. C. Docket No. 20968

JAMES GALLAGHER et al.

vs.

THE P. R. R. Co.

T. B. Form No. 3

United States Railroad Administration

Director General of Railroads

Eastern Freight Traffic Committee, 143 Liberty Street, New York City.

June 16th, 1919.

Advice No. N. Y. 112-B.

Mr. J. L. Eysmans, G. F. A., P. R. R., Philadelphia, Pa.:

In accordance with Freight Rate Authority No. 9199 of June 13th, 1919, please arrange for the publication of the

following effective at the earliest possible date on one day's notice:

Change allowance to the Merchants Warehouse Company, Philadelphia, Pa., as shown in Items 4 (b), (c), (d) and (e) of Pennsylvania Railroad Tariff, GO-I. C. C. No. 8340 on Merchandise Freight, to read 50¢ per 2000 pounds, as shown in Exhibit "A" attached to Application No. 950 of Philadelphia District Freight Traffic Committee.

Exhibit "A" consists of copy of Pennsylvania Railroad Tariff, GO-I. C. C. No. 8340.

Return attached copy of this Advice to F. S. Davis, Tariff Publishing Agent, with reference to tariff or supplement in which changes authorized will be published.

B. Campbell, Chairman.

Correspondence concerning this communication should be addressed to F. S. Davis, Tariff Publishing Agent, 143 Liberty Street, New York—direct.

[fol. 983] EXHIBIT No. 82

Witness: Gheen

I. C. C. Docket No. 20968, Sub. No. 2

REX AND COMPANY, INC., et al.,

vs.

READING COMPANY

Excerpt from Consolidated Freight Classification No. 5

(Agent D. T. Lawrence's I. C. C. O. C. No. 49.)
(Agent R. C. Fyfe's I. C. C. No. 18.)
(Agent E. H. Dulaney's I. C. C. No. 23.)

"Rule 27, Section 1.—Owners are required to load into or on cars freight for forwarding by rail carriers, and to unload from cars freight received by rail carriers, carried at carload ratings."

Excerpt from Reading Company's Exceptions to Official Classification Supplement No. 48 to I. C. C. No. 189

"Item No. 625B—Exception to Rule 27 of Official Classification.—The following exception to Section 1 of Rule

27 of Official Classification will apply to Philadelphia Stations as specified below. Package freight (see Note) carried at carload rates will be loaded and unloaded by the Reading Company, except when handled direct to or from cars on team tracks at owner's request.

Willow and Noble Sts., Chestnut St. Pier 8, South, Catharine St., Coral St. Yard, Port Richmond, Lehigh Avenue, Second and Berks Sts., 12th and York Sts., 20th and Hamilton Sts., 23rd and Arch Sts., Broad and Callowhill Sts., The Philadelphia Perishable Products Terminal.

NOTE.—The term "package freight" does not include automobiles and other motor vehicles."

[fol. 984] EXHIBIT No. 83

Witness: —— ——

I. C. C. Docket No. 20968, Sub. No. 2

REX AND COMPANY, INC., et al.

vs.

READING COMPANY

Philadelphia & Reading Railway Co., General Freight Department, Reading Terminal

Philadelphia, Jany. 31st, 1908.

Mr. M. E. Levering, Treas. & Gen'l. Supt. P., W. & S. D. Co., 113 So. 3rd St., Philada.

DEAR SIR: In regard to agreement existing between our Company and the Penna. Warehousing & Safe Deposit Company, executed December, 1901, and having reference to Clause No. 2, wherein the Railway Company agrees to deliver to you for storage and warehousing, Flour, etc., and referring to Clause 3, where our Company agrees to a terminal allowance for the facilities so afforded by you, an amount equal to 30 cents per ton, net or gross, according to classification; I find for some time past, and at present, that

our company has been delivering to you for unloading, storage, etc., large shipments of printing paper in rolls, and paying you the amount refered to, 30 cents per ton, net or gross.

In respect to this particular commodity I beg to advise you that effective from March 1st, 1908, we will pay you 15 [fol. 985] cents per ton, instead of 30 cents per ton as heretofore.

Kindly notify me of the acceptance of this modification by your Company, with the understanding that the subject shall be covered later on by a formal modification of our contract to be executed under the corporate seals of our respective companies.

Yours truly, (Signed) B. H. Bail, G. F. A.

[fol. 986] EXHIBIT No. 85

Witness: Settle

Extract from Exceptions to Official Classification, B. & O. R. R. Tariff I. C. C. No. 21250, Item 5370

Rule 27 to Official Classification—Exceptions to at Philadelphia, Pa.—Package freight (see Note) carried at carload rates will be loaded and unloaded by The Baltimore and Ohio Railroad Company at stations in Philadelphia, Pa., specified below, except when handled direct to or from cars on team tracks at owner's request:

The Philadelphia,	Pier 40, North,	Pier 62, South,
Perishable Products,	Pier 12, North,	Pier 22, South,
Terminal,	Pier 24, South,	Pier 78, South.

Bulk freight, in carload lots, discharged from ship docked at any of the above Philadelphia pier stations, will be loaded into cars at the expense of the Baltimore and Ohio Railroad Company.

NOTE.—The term "Package freight" does not include automobiles and other motor vehicles. Official Classification will apply on automobiles and other motor vehicles.

Extract from B. & O. R. R. Tariff I. C. C. No. 21275, Covering "Facilities for Receipt and Delivery of Property"

Regular Philadelphia Deliveries

Carload freight handled at Pennsylvania Warehousing & Safe Deposit Company:

Delaware Avenue Stores,
Morro Phillips Stores,
23rd Street Stores,
Tobacco Warehouses,

will be subject to the same rules and regulations as to loading and unloading as in effect at Pier 62, South Philadelphia, Pa., per B. & O. R. R. I. C. C. Nos. 20570 and 21212.

[fol. 987] 491

B. & O. Exhibit No. 86

Agreement Between the Pennsylvania Warehousing and Safe Deposit Company, the Tradesmen's Grain, Elevator and Storage Company, the Baltimore and Ohio Railroad Company, and John K. Cowen and Oscar G. Murray, Receivers, April 10, 1897, Relative to Purchase and Improvement, by the Warehouse Company, of Certain Philadelphia Property Formerly Owned by the Elevator Company, Terminal Allowance to Warehouse Company, etc.

Supplementary Agreement Between the Pennsylvania Warehousing and Safe Deposit Company, and the Baltimore and Ohio Railroad Company, March 31, 1902, Fixing the Cost at which B. & O. R. R. Is to Take Over the Warehouse Property at 23rd and Race Streets, Philadelphia, upon Expiration of Agreement of April 10, 1897

Agreement Between the Pennsylvania Warehousing and Safe Deposit Company, the Baltimore and Ohio Railroad Company, the Baltimore and Philadelphia Railroad Company, and the Schuylkill River East Side Railroad Company, August 22, 1904, Relative to Restoration of Warehouse Buildings at Philadelphia Destroyed by Fire. Increase in Guaranteed Tonnage

Office of the Secretary, B. & O. R. R. Co., Baltimore, Md.

Agreement

Date and Parties

Memorandum of agreement entered into this 10th day of April, A. D. 1897, by and between The Pennsylvania Warehousing & Safe Deposit Company, a corporation organized under the laws of the Commonwealth of Pennsylvania, hereinafter called "Warehouse Company", party of the first part, The Tradesman's Grain Elevator & Storage Company, a corporation organized under the laws of said commonwealth, hereinafter called "Elevator Company", party of the second part, and The Baltimore & Ohio Railroad Company, a corporation organized under the laws of the State of Maryland, and John K. Cowen and Oscar G. Murray, Receivers of the said Baltimore & Ohio Railroad Company, duly appointed under the decree of the United States Circuit Court of the Fourth Circuit at Baltimore, Maryland, on the 29th day of February, 1896, together with The Baltimore & Philadelphia Railroad Company, a corporation organized under the laws of the States of Delaware and Pennsylvania, and duly merged into one corporation, under the laws of merger of said States, for themselves and as lessees of the Schuylkill River East Side Railroad Company, and The Schulykill River East Side Railroad Company, a corporation organized under the laws of the Commonwealth of Pennsylvania, hereinafter called "Railroad Companies", parties of the third part.

Description of Elevator Co.'s Property

Whereas, The said Elevator Company is the owner of a certain lot or piece of ground with the buildings and improvements thereon erected, located in the City of Philadelphia, and situate on the west side of Twenty-third street [fol. 989] at the distance of 143 feet 4 inches northward from the north side of Race street in the City of Philadelphia. Containing in front or breadth on the said Twenty-third street 75 feet, and extending of that width westward in length or depth about 215 feet to a certain 40 feet wide street called St. David street, bounded northward by ground formerly of Harry K. Cummings, and now of the said Ele-

vator Company, being the premises next described, eastward by the said Twenty-third street, southward by ground formerly of Samuel Smyth, and westward by St. David street aforesaid.

And all that certain lot or piece of ground with the brick buildings thereon erected, situate on the west side of Twenty-third street at the distance of 218 feet 4 inches northward from the north side of Race street in the Tenth ward of the City of Philadelphia aforesaid. Containing in front or breadth on said Twenty-third street 75 feet, and extending of that width westward in length or depth 215 feet more or less to St. David street, bounded northward by ground formerly of Mary Cuthbert, eastward by said Twenty-third street, southward by the first described lot, and westward by St. David street, the said two lots being subject to the lien of a certain mortgage debt, the principal whereof amounts to the sum of fifty thousand dollars ($50,000).

Sale of Property to Warehouse Co.—Construction of Warehouse and Other Improvements

And whereas, at the request of the said Railroad Companies, parties of the third part, the said Elevator Company, party of the second part, has agreed to sell the said lots of ground with the buildings now thereon erected, and appurtenances to the said Warehouse Company, party of the first part, for the price or sum of seventy thousand dollars ($70,000) subject to the said mortgage debt of fifty thousand dollars ($50,000) aforesaid, and at the instance and request of the said Railroad Companies, parties of the third part, the said Warehouse Company, party of the first part, has agreed to purchase the same for the price above mentioned, and erect thereon or upon the northernmost lot thereof a new warehouse with modern improvements, for the rapid and economical handling and storage of railroad [fol. 990] freights, of a size and capacity as shown by the drawings and specifications thereof agreed to by the parties as evidenced by the signatures of the President of the said Warehouse Company, and the Receivers of said Baltimore & Ohio Railroad Company, and on file in their respective offices at a cost not to exceed the sum of ninety thousand dollars ($90,000).

Terminal Charge, Minimum Tonnage

And whereas, for the mutual advantage of the parties hereto, the said Railroad Companies, in consideration of the premises, and of the free storage, for a period of ten days, of freight and goods and merchandise delivered by said Railroad Companies to the present Warehouse, and to the same as enlarged as herein provided, and the free handling of the same by the said Warehouse Company, with free insurance of said freight and goods and merchandise so delivered for said period, are ready to engage to pay to the said Warehouse Company a terminal charge of 35 cents per ton upon all freight received from said Railroads over their track connections with said Warehouses not including freight switched from other railroads within the limits of the City of Philadelphia, and to stipulate that the same shall not in any one year, during the existence of this contract, fall below a minimum of 70,000 tons.

Now this agreement witnesseth:

Purchase of Property by Warehouse Co., Cost of

First. That the Warehouse Company, party of the first part, for and in consideration of the sum of One Dollar to it in hand paid, the receipt whereof is hereby acknowledged, agrees to purchase from the Elevator Company, party of the second part, the premises first hereinabove described together with all of the appurtenances, for the price or sum of seventy thousand dollars ($70,000,) subject to the lien of a mortgage debt, the principal of which is the sum of fifty thousand dollars ($50,000,) payment of which is assumed by the Warehouse Company, and the Elevator Company, party of the second part, agrees to sell and convey to the said Warehouse Company, party of the first part, the premises [fol. 991] named, for the price hereinbefore mentioned and stipulated, subject only to the lien of the mortgage aforesaid.

Construction of Warehouse and Other Improvements, Cost of

Second. For and in consideration of the sum of One Dollar ($1.00) and the premises the Warehouse Company,

party of the first part, hereby covenants and agrees with the Railroad Companies, parties of the third part, that upon the conveyance to it of the said premises, and the vesting of title in it, to the same, by the said Elevator Company, the party of the second part, that it, the Warehouse Company, party of the first part, will forthwith proceed to erect upon the northernmost lot of the said premises described, a Storage Warehouse of a size and capacity as shown by the drawings and specifications thereof agreed to by the parties as evidenced by the signatures of the Presidents of the said Warehouse Company, and of the said Baltimore and Ohio Railroad Company, and on file in their respective offices. The amount to be expended upon the same is estimated not to exceed ninety thousand dollars ($90,000) the Warehouse Company being at liberty to construct the same for a less amount, provided the same can be done without sacrificing the storage capacity of the building, or the strength efficiency and of the structure and its machinery, or departure from the plans and specifications above mentioned. As proper item of said cost it is agreed shall be interest at 6% per annum upon such monies as may from time to time be paid out by Warehouse Company on account of construction of said warehouse and calculated to the date of completion.

Track Connections—Freight to be Stored, Minimum Amount Yearly—Warehouse Co. Appointed Agent of R. R. Co.

Third. In further consideration of the mutual benefits and advantages to accrue from the operation of said Warehouse, it is covenanted and agreed between the Warehouse Company, party of the first part, and the Railroad Companies, parties of the third part, as follows: Each of the said parties covenanting as well for itself as for its respective successors, the Railroad Companies, parties of the third part, covenant and agree that the track connections [fol. 992] already existing across St. David street into the property aforesaid, connecting the said property with the Railway of the Schuylkill River East Side Railroad Company shall remain and be maintained during the term of this agreement, and that the Railroad Companies will deliver to the Warehouse Company during said term for storage and warehousing (but only so far as under existing

contracts, they may be able so to do), all local flour and general merchandise, which can be controlled by them, and destined for any points in Philadelphia, west of Broad street, to the extent of not less than 70,000 tons per annum, and the said Railroad Companies, parties of the third part, agree to constitute and appoint said Warehouse Company, party of the first part, their agent for all freight delivered to said Warehouse Company, by said Railroad Companies, the agency thus to be created being understood by both parties hereto to extend merely to the delivery of consignments from said Railroad Companies, and the collection of freight charges due to said Railroad Companies thereon, and it is not to be construed so as to relieve the Warehouse Company from any responsibility for any claims for loss or damage which may arise by reason of the acts or omissions of said Warehouse Company.

Terminal Allowance, Minimum Amount Yearly—Payable Monthly—Free Period

Fourth. The Railroad Companies further agree to pay to said Warehouse Company, as a terminal allowance for the facilities to be afforded (that is to say for the receiving and handling and ten days' storage and insurance, of the consignments delivered to said Warehouse Company) the sum of 35 cents per net ton of 2,000 pounds, for each and every ton of freight received, handled and stored by said Warehouse Company, and delivered to it by said Railroad Companies, until the total of the sums so paid in each year of the operation of this agreement shall aggregate the amount of twenty-four thousand five hundred dollars ($24,500,) and to make payments of said amounts per ton monthly, on or before the 15th day of each month, for the operations of the preceding month, it being understood and agreed that the total sum to be paid by the Railroad Com- [fol. 993] panies to the Warehouse Company, under this agreement, shall not in any event be less than twenty-four thousand five hundred dollars ($24,500) per year, it being the true intent and meaning of this agreement, and so understood by all parties hereto, that the Warehouse Company shall be assured of sufficient tonnage at the rate aforesaid, to produce for it at least the amount of twenty-four thousand five hundred dollars ($24,500) per year, and that

after said revenue has been produced, the Warehouse Company shall and will receive, handle and store all freight and goods and general merchandise delivered to it by the Railroad Companies, for said storage period of ten days, with insurance, free of charge, to said Railroad Companies for such service, excepting only the actual expense to the Warehouse Company, such as labor, etc., of receiving and handling and storing the same. It is also understood and agreed that the said stipulated sum of 35 cents per ton shall not be payable upon any tonnage that is merely switched over the Schuylkill River East Side Railroad, from its connection with the Philadelphia & Reading Railway, or from other lines; with the option, however, to the Warehouse Company, to refuse or to take such freight upon the written consent or request of the said Railroad Companies, parties of the third part.

Repair and Maintenance of Tracks—Delivery of Cars—Maintenance of Warehouse and Improvements—Cars Unloaded Free

Fifth. The Railroad Companies covenant and agree that they shall and will provide and keep in repair the two railroad tracks now crossing St. David Street to the western end of the Warehouse property, with suitable connections with the railroad of the Schuylkill River East Side Railroad Company, as may be required for the prompt and convenient transfer of cars to and from said Warehouse and Railroad, and shall and will, with all reasonable dispatch, deliver all cars arriving at and destined for the said Warehouse, which said Warehouse shall receive and accommodate; and the Railroad Companies shall promptly remove from the same all cars when unloaded, or reloaded with return freights. The Warehouse Company covenants and [fol. 994] agrees to keep up and maintain at its own expense, the said Warehouse and its appurtenances in good condition, repair and working order, rebuilding and restoring the same whenever it may become necessary so to do, and to maintain at all times sufficient labor and appliances to promptly and expeditiously handle, store and receive and deliver all such merchandise and freight to the full capacity of said Warehouse in the manner as contemplated by this agreement, and to unload all cars, free of expense to

the Railroad Company, except as provided in the last preceeding covenant, viz: when the total amount of traffic received from said Railroad Companies shall have exceeded 70,000 net tons.

Payment of Freight Charges—Insurance on Freight

Sixth. The Warehouse Company covenants and agrees to pay the said Railroad Companies, within 10 days after said freights are delivered by them to said Warehouse Company, all charges due upon said freights and which have accrued up to the time of such delivery, it being understood and agreed that for the amount of said charges so paid, and until the same are collected from the actual consignees or owners of said freight, or delivery of the same to it, said Warehouse Company shall be entitled to the benefits of the carrier's lien, on said freights, as possessed by the said Railroad Companies, and shall have the right and privilege of collecting the same, in the name of said Railroad Companies, to the use of the Warehouse Company, and the said Warehouse Company further covenants and agrees to keep up a floating policy of insurance sufficient to cover all property delivered to said Warehouse Company by Railroad Companies, so as to meet all claims for losses or damage to consignments while the same are in the custody of the Warehouse Company, during said period of 10 days, and to apply the insurance money so received to the payment of caid claims, if any.

Insurance on Building—Rebuilding in Case of Fire—Storage Facilities While Rebuilding

Seventh. And the said Warehouse Company further agrees to keep the building and its appliances sufficiently insured from loss by fire so that the same may be promptly [fol. 995] rebuilt in case of partial or total destruction, to the original standard of structure and appliances, which obtained at the time of such partial or total destruction. And in case of the total or partial destruction of said Warehouse by fire or otherwise, then the said Warehouse Company, party of the first part, during the period of time required for the rebuilding in whole or in part of said Warehouse shall provide for the use and accommodation of the Railroad Companies, parties of the third part, warehouse

facilities at such warehouses as it may from time to time have on south Delaware avenue, between Lombard and South streets, to the extent to which the same may be available, for the free storage and insurance of freights, goods and merchandise, offered to said Warehouse Company by said Railroad Companies, on the same terms and conditions as herein provided, for goods deliverable at the said Warehouse which may be partially or totally destroyed until said Warehouse has been in whole or in part rebuilt. And in case of the failure of the said Warehouse Coupany to provide Warehouse facilities with free storage and insurance for the periods stipulated in this contract, then the 35 cents terminal charge per net ton of 2,000 pounds and guarantee of the number of tons per year deliverable to said Warehouse shall be suspended until the Warehouse contemplated by this agreement is rebuilt and in full operation, and the said Railroad Companies shall be put to no additional expense for the handling by Warehouse Company of deliveries to said substituted warehouse, during the period of reconstruction as aforesaid.

Freight Excluded Under Insurance Rules

Eighth. It is further understood and agreed that the said Warehouse shall not be compelled to receive from the said Railroad Companies for storage under the terms of this agreement, articles or commodities which under the schedule producing the lowest rates of insurance it is forbidden to receive by the rules of the Philadelphia Fire Underwriters Association, regulating insurance upon warehouses and their contents, used for general storage purposes.

[fol. 996] Date Minimum Tonnage Clause Effective

Ninth. The stipulation herein contained, that the number of net tons of freight, goods and merchandise delivered by said Railroad Companies shall not fall below the total of 70,000 tons in each year, shall take effect upon the completion of the warehouse provided to be erected, and during the erection of said warehouse fifty per cent of the minimum payment herein provided shall be paid to the Warehouse Company for the operation of the existing warehouse.

Enlargement of Facilities

Tenth. The Warehouse Company shall be at liberty in its discretion to further enlarge its storage capacity upon the property aforesaid, by rebuilding or extending the structures upon the southernmost lot first described herein and upon the completion of said new structures, upon plans and specifications approved by the Railroad Companies, and evidenced by the signatures of the President of the Warehouse Company, and the President or Receivers of The Baltimore & Ohio Railroad Company respectively, and filed in their several offices, and the same shall be subject to the options to purchase at net cost as stipulated in paragraph 12 of this agreement; provided that arrangements satisfactory to the parties hereto can be effected for the erection of said additional warehouse.

Cost of Loading and Unloading

Eleventh. It is the understanding and agreement and so covenanted by the parties hereto that upon all freight and goods and merchandise upon which the Warehouse Company shall receive the terminal payment of 35 cents per net ton as aforesaid, the said Warehouse Company shall be at the entire expense required for unloading the same for storage or delivery or reloading the same for car shipment.

Date Contract Becomes Effective—Termination—Taking Over of Property by B. & O.

Twelfth. It is mutually understood and agreed that this contract shall take effect immediately upon its execution and delivery, and shall continue in force for thirty years, when the said Railroad Companies, parties of the third part, shall take over the land, building, fixtures, machinery, [fol. 997] apparatus, the entire plant in full repair, at its cost price, as hereinbefore provided, unless at the expiration of fifteen years from the date hereof the Railroad Companies shall exercise their option now stipulated, to terminate this contract, and take over the said property and plant at said cost price, as just stated; Provided, however, that the option to purchase given above shall not affect the right or power of the Warehouse Company to mortgage

said land and property to an amount not exceeding said cost price and bearing interest at not exceeding 5% per annum.

Receivers of B. & O. to Secure Approval of Court—If Not Secured Contract to Terminate—Annual Payment a Preferred Lien

Thirteenth. It is further mutually understood and agreed that the said Receivers shall apply to the Circuit Court of the United States for the Fourth Circuit, in the cause wherein they were appointed such Receivers, for a proper order authorizing and approving the execution of this contract by the Baltimore & Ohio Railroad Company and the said Receivers, and and the payment by Receivers from their income of the sums herein provided to be paid by the Railroad Companies, and decreeing that the obligation under this contract to pay the minimum sum of $24,500 annually to the Warehouse Company shall be and constitute a first charge and lien upon all the said Baltimore and Ohio Railroad Company's and said Receivers' interest in or claim against the said Schuylkill River East Side Railroad Company, whether by ownership of stock or otherwise, and also decreeing that said annual payment of $24,500 during the term of this contract shall also be a preferred charge upon the corpus of the estate of said Baltimore and Ohio Railroad Company and the proceeds of any sale of said Company's railroad property up to the amount coming into the hands of said Receivers from the cash payment of $70,000, to be made by the Warehouse Company under this contract, whether the Receivers obtain the same by virtue of the claims of said Railroad Company or the Receivers as creditors or as stockholders of the Tradesmen's Grain Elevator & Storage Company. Until such an order of the Court be obtained the Warehouse Company shall not be required to [fol. 998] consummate the purchase herein provided, and should the Court finally refuse to grant such an order or some order equally satisfactory to the President of the Warehouse Company, then this contract shall terminate at the expiration of 30 days from the date of the Court's action, unless within said period the Warehouse Company shall notify the other parties hereto in writing of its election to carry out this contract on its part under such order as the Court may have entered.

In witness whereof the several corporations hereinabove named have hereunto interchangeably set their corporate names by their several Presidents, and caused their common or corporate seals to be affixed, duly attested, and the said John K. Cowen and Oscar G. Murray have hereunto set their hands as Receivers, the day and year first hereinabove written.

The Pennsylvania Warehouse & Safe Deposit Company, by George H. Earle, Jr., President. Attest: C. William Funk, Secretary. (Seal.) The Tradesmen's Grain Elevator & Storage Company, by H. D. Bulkley, President. Attest: Saml. Kil-
[fol. 999] patrick, Secretary. (Seal.) The Baltimore and Ohio Railroad Company, by John K. Cowen, President. Attest: C. W. Woolford, Secretary. (Seal.) John K. Cowen, Oscar G. Murray, Receivers. Witness: Hugh L. Bond, Jr. The Baltimore & Philadelphia Railroad Co. by Thos. M. King, President. Attest: W. H. Ijams, Treasurer. (Seal.) The Schuylkill River East Side Railroad Company, by Thos. M. King, President. Attest: Theodore Frothingham, Secretary. (Seal.)

[fol. 1000] Supplementary Agreement

Memorandum of Meeting Held in Office of Mr. Oscar G. Murray, First Vice President of B. & O. R. R., Monday Morning, March 31st, 1902

Present: Mr. Oscar G. Murray, Chairman; Mr. Earle, Mr. Cook, Mr. Hale, Maj. Bulkley, Mr. Bright, Mr. King, Mr. Campbell, Mr. Galleher.

After a thorough discussion it was agreed that the cost of the construction of the 23rd and Race St. Stores, Philadelphia, after all allowances and additions are made, shall be considered and fixed at $230,599.26 as a liability of the Baltimore & Ohio R. R. Co. when it takes over the property in accordance with the terms and conditions of the agreement of April 10th, 1897; this includes the item of $1,026.13 for interest during construction, up to Nov. 1st, 1898, when it was agreed that the construction was completed.

It was further arranged that the B. & O. should send to

the Penn's Warehousing & Safe Deposit Co. a voucher to cover the following amounts:

Water rent	$9.75
Sign	226.00
Scales	215.35

as these payments were not considered part of the construction.

It was also agreed that the following items should be withdrawn:

Fire Buckets	$58.50
Elevator Spout	48.00

It was further agreed that the Penn's Warehousing Co. should repay to the Baltimore & Ohio R. R. Co. $375.00 for the year 1901 (insurance).

Oscar G. Murray, 1st V. P. Baltimore & Ohio R. R. Co. George H. Earle, Jr., Pres. Penna. W. & S. D. Co.

[fol. 1001] Agreement

Agreement of April 10, 1897

Whereas, by a certain agreement in writing dated the 10th day of April, 1897, between Pennsylvania Warehousing and Safe Deposit Company, party of the first part, The Tradesmen's Grain Elevator and Storage Company, party of the second part, and The Baltimore and Ohio Railroad Company, and John K. Cowen and Oscar G. Murray, Receivers of the said Baltimore and Ohio Railroad Company, together with the Baltimore and Philadelphia Railroad Company, for themselves and as lessees of the Schuylkill River East Side Railroad Company, and the Schuylkill River East Side Railroad Company, parties of the third part, it was provided in part that the said party of the first part should purchase certain premises at Twenty-third Street and Race Street in the City of Philadelphia, and in addition thereto, to erect certain buildings upon a portion of said premises, and

Whereas, it was further provided that said agreement should continue in force for thirty (30) years, when the

said parties of the third part should take over the entire plant at its cost price, unless at the expiration of fifteen (15) years the parties of the third part should exercise their option to terminate the said agreement, and take over the said plant at its cost price, and

Supplemental Agreement of March 31, 1902

Whereas, by a supplemental agreement under date of the thirty-first day of March, 1902, it was stipulated and agreed between the said party of the first part and the said parties of the third part that the actual cost of the entire plant was Two hundred and thirty thousand five hundred and ninety-nine dollars and twenty-six cents ($230,599.26), [fol. 1002] at which cost the parties of the third part agreed to take over the plant in accordance with the terms of the said original agreement, dated the 10th day of April, 1897, and

Buildings Destroyed by Fire

Whereas, in October, 1903, a portion of the buildings on the premises mentioned in said original agreement and supplemental agreement were destroyed by fire, and

Restoration of Buildings

Whereas, the party of the first part is willing to restore said buildings so destroyed by fire as is required in said recited agreement, but it has been requested by the parties of the third part to so change such construction as will involve an additional outlay of Twenty-two thousand dollars ($22,000) beyond the cost of such construction as is required in Paragraph seven (7) of said original agreement, and

Balance of Insurance Money Available

Whereas, the party of the first part has in hand Fifty-seven thousand six hundred and twenty-five dollars and fifty-seven cents ($57,625.57), being balance after restoring machinery not entirely destroyed by fire, collected from insurance on the buildings and machinery injured and destroyed by fire as aforesaid, and available for the purpose of re-construction as contemplated by said agreement.

Parties to the Agreement

Now, it is hereby mutually agreed between the Pennsylvania Warehousing and Safe Deposit Company, a corporation organized under the laws of the Commonwealth of Pennsylvania, hereinafter called the "Warehouse Company," party of the first part, and The Baltimore and Ohio Railroad Company, a corporation organized under the laws of the State of Maryland, the Baltimore and Philadelphia Railroad Company, a corporation organized under the laws of the States of Delaware and Pennsylvania, and duly merged into one corporation under the laws of merger of said States, for themselves and as lessees of the Schuylkill River East Side Railroad Company, a corporation organized under the laws of the Commonwealth of Penn- [fol. 1003] sylvania, and the said Schuylkill River East Side Railroad Company, hereinafter called "Railroad Companies," parties of the third part, as follows:

Warehouse Co. to Rebuild at Additional Cost of $22,000 Over Original Estimate

1. That the Warehouse Company will rebuild at Twenty-third and Race Streets in the City of Philadelphia, the buildings and machinery destroyed by fire in October, 1903, according to certain plans and specifications attached to this agreement, which rebuilding will cost the Warehouse Company Twenty-two thousand dollars ($22,000), in addition to the construction contemplated by the said original agreement dated the 10th day of April, 1897.

R. R. Cos. Request Warehouse Co. to Rebuild as Per Plans

2. The Railroad Companies hereby request the Warehouse Company to undertake and complete the restoration of the buildings and machinery so destroyed by fire according to the plans and specifications attached to this agreement, and identified by the signature of the parties hereto, and to make the said additional expenditure of Twenty-two thousand dollars ($22,000), necessary to complete the same according to said plans and specifications, and in consideration of the Warehouse Company so doing, the Railroad Companies agree.

Amount to be Paid by R. R. Cos. When They Take Over Property—Property to be Taken Over by R. R. Cos.

(a) That when the Railroad Companies take over the property in accordance with the terms and conditions of the original agreement dated April 10, 1897, they shall pay to the Warehouse Company the sum of Two hundred and fifty-two thousand five hundred and ninety-nine dollars and twenty-six cents ($252,599.26), which is made up as follows: Two hundred and thirty thousand five hundred and ninety-nine dollars and twenty-six cents ($230,599.26), being the amount agreed upon in the said supplemental agreement of the 31st day of March, 1902, and Twenty-two thousand dollars ($22,000) thereof being the additional cost of construction necessitated by this agreement in the [fol. 1004] construction of the buildings and machinery in accordance with the plans and specifications hereto attached, which payment, when so made, will be in full of the properties now known as the Twenty-third Street stores, not destroyed by fire in October, 1903, as well as all of the construction contemplated by this agreement in restoration of said portion of said Twenty-third and Race Street stores as was destroyed by fire in October, 1903.

Increase in Guaranteed Tonnage: 1000 Tons at *at* 35c. per Ton—Minimum Tonnage per Annum—Warehouse Co. Receives Increased Tonnage in Lieu of Interest on $7,000

(b) In addition to the payment of the said sum of Two hundred and fifty-two thousand five hundred and ninety-nine dollars and twenty-six cents ($252,599.26), when the Railroad Companies take over the property as aforesaid, the Railroad Companies further agree that upon the completion of said rebuilding contemplated by this agreement that the guaranteed tonnage as provided in the Fourth (4th) Paragraph of the original agreement, dated the 10th day of April, 1897, shall be increased one-thousand (1000) tons per annum, at the rate of thirty-five cents (35¢) per ton, so that the Warehouse Company shall be assured of sufficient tonnage at the rate aforesaid to produce for it at least Twenty-four thousand eight hundred and fifty dollars ($24,850.00) per annum, that is to say, Three hundred and fifty dollars ($350.00) per annum in addition to the sum of

Twenty-four thousand five hundred dollars ($24,500) per annum guaranteed in said original agreement, it being the intention of the parties that the Warehouse Company shall be entitled to receive interest at the rate of five per cent. (5%) per annum on Seven thousand dollars ($7,000) of the said Twenty-two thousand dollars ($22,000) additional costs of construction, and the additional tonnage of one thousand (1,000) tons per annum at thirty-five cents (35¢) per ton represents the interest at five per cent. (5%) per annum on the said sum of Seven thousand dollars ($7,000) and said additional tonnage shall be paid for in accordance with the terms of the original agreement as to the tonnage therein guaranteed.

[fol. 1005] If Cost of Rebuilding Less Than $79,625.57, Difference to be Deducted from Amounts to be Paid by R. R. Cos.

3. Anything herein contained to the contrary notwithstanding, it is distinctly understood and agreed that if the amount necessary to complete the re-building contemplated by this agreement shall not amount to the sum of Seventy-nine thousand six hundred and twenty-five dollars and fifty-seven cents ($79,625.57) then the difference between the said sum of Seventy-nine thousand six hundred and twenty-five dollars and fifty-seven cents ($79,625.57) and the cost of construction contemplated by this agreement shall be deducted from the said sum of Two hundred and fifty-two thousand five hundred and ninety-nine dollars and twenty-six cents ($252,599.26) and the said reduced sum shall represent the amount to be paid by the Railroad Companies when they take over the entire plant in accordance with the terms of the original agreement dated the 10th day of April, 1897, and the said difference between the said sum of Seventy-nine thousand six hundred and twenty-five dollars and fifty-seven cents ($79,625.57) and the actual cost of construction contemplated by this agreement shall be deducted from the said sum of Seven thousand dollars ($7,000) upon which the Railroad Companies hereinbefore have agreed to pay interest in the manner aforesaid, and interest in the manner aforesaid shall only be paid annually upon the said reduced sum instead of the said sum of Seven thousand dollars ($7,000) hereinbefore provided.

Lease of Portion of New Building to International Harvester Co.

4. The Railroad Companies hereby agree that the Warehouse Company may lease a portion of the new construction marked on said plans to the International Harvester Company, a corporation organized under the laws of the State of Illinois, for the term of seven years, and at such rent and upon such terms and conditions as are satisfactory to the Warehouse Company.

[fol. 1006] Tonnage Delivered to Harvester Co. to be Part of Guaranteed Tonnage

It is agreed that the tonnage delivered to the International Harvester Company upon the premises to be leased to it, shall be considered as a part of the tonnage guaranteed in the fourth paragraph of the original agreement dated April 10th, 1897.

Switching for Harvester Co.

5. The Railroad Companies agree to switch cars intended for the International Harvester Company, Lessees as aforesaid, to and from the main track of the said Baltimore and Ohio Railroad and over the track now located upon a portion of the premises to be leased to the said International Harvester Company and connecting with the said main track of the Baltimore and Ohio Railroad without extra cost for such Switching and in all respects on the same conditions as they switch cars to and from the 23rd Street Stores of the Pennsylvania Warehousing and Safe Deposit Company.

6. In all other respects than as hereinbefore mentioned, the agreement of April 10th, 1897, shall remain in full force and effect.

In witness whereof the parties hereto have caused their corporate seals to be affixed, this twenty-second day of August, 1904.

The Pennsylvania Warehousing and Safe Deposit Company, by George H. Earle, Jr., President. Attest: Wm. Rommel, Jr., Secretary. (Seal.) The Baltimore and Ohio Railroad Company, by George F. Randolph, 1st Vice-President. Attest:

[fol. 1007] C. W. Woolford, Secretary. (Seal.) The Baltimore and Philadelphia Railroad Company, by Geo. F. Randolph, President pro tem. Attest: C. W. Woolford, Secretary. (Seal.) The Schuylkill River East Side Railroad Company, by C. C. F. Bent, President. Attest: Theodore Frothingham, Secretary. (Seal.)

NOTE.—The original plans and specifications referred to in the foregoing agreement are on file in the general office of the Pennsylvania Warehousing & Safe Deposit Company identified by the signatures of the Secretaries of the Companies parties to the agreement, and blue prints thereof are filed with the Chief Engineer of the Baltimore & Ohio R. R. Co., file Nos. 7048, 7049, 7050 and 7051.

[fol. 1008] B. & O. EXHIBIT No. 87

491-A

Agreement Between Pennsylvania Warehousing & Safe Deposit Company, The Baltimore and Ohio Railroad Company, Baltimore and Philadelphia Railroad Company, and Schuylkill River East Side Railroad Company, July 1, 1911, Covering the Use of the Delaware Avenue Stores in Conjunction with the Twenty-third Street Stores, Philadelphia, Pa.; Modifying Prior Agreements, and Reducing Guaranteed Annual Tonnage and Payments

Office of the Secretary, B. & O. R. R. Co., Baltimore, Md.

[fol. 1009] Pennsylvania Warehousing and Safe Deposit Company, Philadelphia, Pa.

July 5, 1911.

William B. Linn, Esq., Real Estate Trust Building, Philadelphia.

MY DEAR MR. LINN: Replying to your favor of the 1st instant, I would advise in connection with the contract between the Baltimore & Ohio Railroad Company and our-

selves, that it is our understanding the tonnage handled at the "Delaware Avenue Stores" prior to April 10th 1912, for account of the Baltimore & Ohio Railroad Company, shall be added to the tonnage handled at the "Twenty-third Street Stores" in order to help make up the Baltimore & Ohio Railroad Company's guaranty of 71,000 tons.

Very truly yours, George H. Earle, Jr., President.

This I see was not clearly expressed; but that makes no difference where business is carried on with the fairness that you have, and we have tried, to show in these matters.

[fol. 1010] 491-A.

Agreement

Date and Parties

This agreement, made this first day of July, 1911, by and between the Pennsylvania Warehousing and Safe Deposit Company, hereinafter called the "Warehouse Company," and The Baltimore and Ohio Railroad Company and the Baltimore and Philadelphia Railroad Company and the Schuylkill River East Side Railroad Company, hereinafter called the "Railroad Companies."

Whereas, the Warehouse Company and the Railroad Companies and the Tradesmen's Grain Elevator and Storage Company and John K. Cowen and Oscar G. Murray, Receivers, made a certain agreement dated April 10th, 1897, in reference to the improvement and use of certain property on Twenty-third Street, Philadelphia, therein described and hereinafter called the "Twenty-third Street Stores," to which was added as a supplement a memorandum of a meeting held March 31st, 1902, and which agreement was modified by an agreement between the Warehouse Company and the Railroad Companies of August 22nd, 1904; and

Whereas, the Warehouse Company made a certain lease of a part of said property on Twenty-third Street to the International Harvester Company by lease dated June 25th, 1910, to which the Railroad Companies gave their assent by agreement of the same date; and

Whereas, the Warehouse Company is the owner of certain property on Delaware Avenue, hereinafter called the

"Delaware Avenue Stores," which is described as follows: [fol. 1011] All the warehouse located on the west side of Delaware Avenue and known as Nos. 402, 404, 406, 408, 410, 412, 414, 416, 418, 420, 422, 424, 426 South Delaware Avenue, extending through to South Water Street, being Nos. 403, 405, 407, 409, 411, 413, 415, 417, 419, 421, 423, 425, 427 South Water Street; and

Whereas, the Warehouse Company is the lessee of certain property on Delaware Avenue, which, for the purposes of this agreement, shall be included in the term "Delaware Avenue Stores," wherever hereinafter used, said property being generally known and located as follows:

The Moro Phillips Stores, located on the west side of Delaware Avenue at Swanson and Fitzwater Streets;

The West India Stores, Bonded, and the Atlantic Stores, Bonded, located on the west side of Delaware Avenue at Catherine and Swanson Streets; and

Whereas, it is provided in said agreement of April 10th, 1897, that said agreement should continue in force for 30 years, when the Railroad Companies should take over the entire plant at its cost price, unless, at the expiration of 15 years from the date of said agreement, the Railroad Companies should exercise their option to terminate said agreement and take over the property; and

Whereas, the Warehouse Company and the Railroad Companies have agreed upon certain modifications of said agreements.

Now this agreement witnesseth, that the Warehouse Company and the Railroad Companies do hereby agree as follows:

Use of Delaware Avenue Stores on Same Terms as 23rd St. Stores

1. It is agreed that the Delaware Avenue Stores shall be used for the receipt, storage and delivery of merchandise upon the terms and conditions set out in the agreements [fol. 1012] above recited (as hereby modified) in reference to the Twenty-third Street Stores, all of which terms and conditions, except those relating to the construction of the Twenty-third Street Stores and track connections therewith and the purchase of the property upon the termination of the agreement, shall apply to both properties alike.

Reduction in Annual Minimum Tonnage and Guaranteed Rental, Account Both "Stores"

2. It is agreed that the minimum tonnage of 71,000 tons per annum and the guaranteed payment of not less than $24,850 per annum, assured to the Warehouse Company by said agreements, are modified so that the Railroad Companies will guarantee to the Warehouse Company a total minimum tonnage of 50,000 tons per annum and a total minimum payment of $17,500 per annum for both the Twenty-third Street Stores and the Delaware Avenue Stores, in place of the guaranteed tonnage and payment aforesaid to the Twenty-third Street Stores; it being expressly understood that said guaranteed tonnage of 50,000 tons and guaranteed payment of $17,500 shall be the only guarantee as to tonnage and payment on account of both stores from the date this agreement takes effect. Except as thus modified, all the provisions of said agreements above recited shall apply to said guarantee.

Change in Date for Taking Over by B. & O. of 23rd St. Stores

3. The Railroad Companies hereby waive their right to take over the land, building, fixtures, machinery, apparatus and entire plant, on April 10th, 1912, as provided in said contract of April 10th, 1897, and it is agreed that the provisions of said contract in reference to the taking over of said property upon the termination of said contract of April 10th, 1897, shall apply in the same manner upon the termination of this supplemental contract, but only as to the Twenty-third Street Stores, which Stores shall then be taken over as is provided in said contract of April 10th, 1897, and supplemental agreements of March 31st, 1902, and August 22nd, 1904.

[fol. 1013] Period of Free Storage

4. It is agreed that the number of days of free storage and insurance shall be such as the Railroad Companies may prescribe from time to time, not exceeding 10 days.

Effective Date and Termination of Contract

5. This contract shall take effect on the first of the month succeeding the date upon which the Railroad Companies

shall secure access to said Delaware Avenue Stores by means of the Philadelphia Belt Line tracks, but not before April 10th, 1912, and shall continue in force for a period of 15 years thereafter, with the right to either the Warehouse Company or the Railroad Companies to terminate the same at the end of 10 years from the time the same takes effect upon 6 months written notice.

Termination of Lease of Moro Phillips, West India and Atlantic Stores

6. It is understood that the Moro Phillips Stores, the West India Stores, Bonded, and the Atlantic Stores, Bonded, are held under leases subject to termination, and, in the event of the termination of any of said leases by the Lessors, the obligations of the Warehouse Company as to these stores shall cease.

Termination in Event Delaware Avenue Stores Sold—Reduction in Minimum Tonnage and Payment Thereafter

It is understood that the Warehouse Company may desire to sell the warehouse, of which it is the owner, on the west side of Delaware Avenue, extending through to South Water Street, above described, and, in the event of such sale, the Warehouse Company shall have the right to terminate this agreement upon 3 months written notice so far as the same relates to all of the property called the Delaware Avenue Stores, and, thereupon, the minimum tonnage guaranteed shall be reduced to 35,000 tons per annum and the minimum payment to $12,250 per annum.

[fol. 1014] Pennsylvania Warehousing and Safe Deposit Company, by Rich Y. Cook, Vice-President. Attest: Michael E. Fleming, Acting Secretary. (Seal.) The Baltimore and Ohio Railroad Company, by Daniel Willard, President. Attest: C. W. Woolford, Secretary. (Seal.) Baltimore and Philadelphia Railroad Company, by Daniel Willard, President. Attest: C. W. Woolford, Secretary. (Seal.) Schuylkill River East Side Railroad Company, by Daniel Willard, President. Attest: C. W. Woolford, Asst. Secretary. (Seal.)

[fol. 1015] B. & O. Exhibit No. 88

491-B

Agreement Between the Baltimore and Ohio Railroad Company, the Baltimore & Philadelphia Railroad Company, the Schuylkill River East Side Railroad Company, and the Pennsylvania Warehousing and Safe Deposit Company, August 2, 1926, Covering certain modifications of the terms and conditions expressed in agreements of April 10th, 1897, March 31st, 1902, August 22nd, 1904, and July 1st, 1911, with the Warehousing Co., Philadelphia, Pa.

Office of the Secretary B. & O. R. R. Co., Baltimore, Md.

[fol. 1016] 491-B

Agreement

Date and Parties

This agreement made this Second day of August, 1926, between The Pennsylvania Warehousing and Safe Deposit Company, hereinafter called "Warehousing Company", and The Baltimore and Ohio Railroad Company, The Baltimore and Philadelphia Railroad Company and The Schuylkill River East Side Railroad Company, hereinafter collectively called "Railroad Companies".

Prior Contracts Modified

Whereas under date of April 10, 1897, a certain agreement was entered into between the Pennsylvania Warehousing and Safe Deposit Company, The Tradesmen's Grain, Elevator and Storage Company, the Baltimore and Ohio Railroad Company and John K. Cowen and Oscar G. Murray, Receivers, which was supplemented by an agreement between the Pennsylvania Warehousing and Safe Deposit Company and the Baltimore and Ohio Railroad Company dated March 31, 1902, and by an agreement between the Pennsylvania Warehousing and Safe Deposit Company, the Baltimore and Ohio Railroad Company, the Baltimore and Philadelphia Railroad Company and the Schuylkill

River East Side Railroad Company dated August 22, 1904, and by an agreement between the Pennsylvania Warehousing and Safe Deposit Company, and the Baltimore and Ohio Railroad Company, the Baltimore and Philadelphia Railroad Company and the Schuylkill River East Side Railroad Company dated July 1, 1911, and,

Whereas it is desired to modify certain of the terms and conditions expressed in said agreements in the respects hereinafter mentioned.

Now, therefore, in consideration of the premises it is hereby agreed between the parties as follows:

[fol. 1017] Option on 23rd St. Stores Extended

1. The obligation of the Railroad Companies to take over the plant of the Warehousing Company at Twenty-third and Race Streets in the City of Philadelphia, and known as the Twenty-third Street Stores, as provided in the agreement of April 10, 1897, at the price of Two hundred and fifty-two thousand five hundred and ninety-nine dollars and twenty-six cents ($252,599.26) which was fixed by the supplementary agreement dated August 22, 1904, the time for the fulfillment of which obligation was extended until April 10, 1927, by agreement between the parties hereto dated July 1, 1911, is hereby extended to April 10, 1932. It is agreed, however, that the Railroad Companies shall have the option of taking over the property at any time within the extended period upon giving one year's notice of their desire to exercise their option, the year for the purpose of said notice beginning April 10th in any year.

Removal of Grain Elevator—Const'n of One-story Warehouse in Lieu

2. It is agreed that the grain elevatof building of the Warehousing Company which is a part of the property to be purchased and taken over by the Railroad Companies under the agreement of April 10, 1897, aforesaid and therein referred to as that to be purchased by the Warehousing Company from the Tradesmen's Grain Elevator and Storage Company, may be torn down and removed by the Warehousing Company, and it is further agreed that the Warehousing Company may erect upon the site of the said grain elevator, a one-story warehouse building of such

design, character and cost as shall meet with the approval of the Railroad Companies. The said warehouse building, if and when erected shall be included in the property to be taken over by the Railroad Companies under the said agreement of April 10th, 1897, in lieu of the elevator.

Cost of One-story Warehouse Add'l

It is further understood and agreed that the cost of said one-story warehouse building if erected shall be in addition to the sum already fixed by the said agreement of April 10, 1897 and supplementary agreement of August 22, 1904, and that any and all sums received by the Warehouse Company as salvage from the elevator shall be considered as a credit and deducted from said sum.

Minimum Tonnage Guarantee Cancelled—Terminal Allowance in Lieu

3. It is further agreed that all provisions of the aforesaid contracts with respect to the obligation of the Railroad Companies to guarantee a minimum tonnage are hereby cancelled. In lieu thereof the Railroad Companies agree to pay to the Warehousing Company as a terminal allowance for the facilities to be afforded as provided in and by the aforesaid agreements, fifty cents ($.50) per net ton of two thousand (2,000) pounds for every net ton moved into or out of the Twenty-third Street Stores of the Warehousing Company over the lines of the railroads of the Railroad Companies on which they receive a road haul instead of the thirty-five cents ($.35) per net ton as in said agreements mentioned so long as any other railroad in Philadelphia competitive with the Baltimore & Ohio, shall make similar allowance to other Warehouse Companies in Philadelphia competitive with the Pennsylvania Warehousing & Safe Deposit Co. unless sooner estopped from making such allowance by a decision or order of the Interstate Commerce Commission, the Public Service Commission of Pennsylvania, Court of Competent Jurisdiction or by law.

Cancellation and Purchase if Allowance Ceases

In the event the 50¢ allowance referred to above ceases, the Warehouse Company shall have the right to cancel this

agreement on three months' notice, and in that case the Railroad Company shall purchase, under the terms above referred to, the warehouse property, within one year from the expiration of such notice of cancellation.

Except as Modified, Prior Contracts in Effect

4. Except as hereby modified the aforesaid agreements between the parties hereto remain in effect in accordance with the terms thereof.

[fol. 1018] In testimony whereof the parties hereto have caused this agreement to be executed by their respective Presidents or Vice Presidents and their corporate seals to be attached, attested by their respective Secretaries or Assistant Secretaries the day and year first above written.

The Pennsylvania Warehousing & Safe Deposit Company, by George H. Earle, Jr., President. Attest: E. W. Oeseher, Secretary. (Corporate Seal.) The Baltimore and Ohio Railroad Company, by Archibald Fries, Vice President. Attest: G. F. May, Asst. Secretary. (Corporate Seal.) The Baltimore and Philadelphia Railroad Co., by Archibald Fries, Vice President. Attest: G. F. May, Asst. Secretary. (Corporate Seal.) The Schuylkill River East Side Railroad Co., by Archibald Fries, Vice President. Attest: G. F. May, Asst. Secretary. (Corporate Seal.)

[fol. 1019] The Baltimore and Ohio Railroad Company,
Baltimore, Md.

Archibald Fries, Vice-President, Traffic and Commercial Development

August 2d, 1926. A. 3540.

The Pennsylvania Warehousing & Safe Deposit Co., Philadelphia, Pa.

Attention Mr. Earle

Interpretation of Parts of Contract of 8-2-26

GENTLEMEN:

There is enclosed herewith one copy of the new agreement covering the 23rd Street Stores as to which there are two features to which I wish to call your attention and would like your acceptance.

Allowances at Delaware Ave. & Moro Phillips Stores

Nothing is said therein respecting the loading and unloading allowances at your Delaware Avenue and Moro Phillips Stores for the reason that as the 23rd Street situation involved a capital investment any contract relating thereto should be made separate and distinct from anything else.

You may, however, accept this letter as an agreement on the part of The Baltimore & Ohio to make you an allowance of 50 cents per ton for loading and unloading carload freight at your Delaware Avenue and Moro Phillips Stores, so long as those stores are operated by the Pennsylvania Warehousing & Safe Deposit Company, when such freight has had or is to receive a road haul movement over the Baltimore & Ohio Railroad, and so long as any allowance is made by either the Pennsylvania or the Philadelphia & Reading Railroad Company to the Pennsylvania Werehousing & Safe Deposit Company or to any other warehouse company or companies in Philadelphia, unless sooner estopped from making such allowance by a decision or order of the Interstate Commerce Commission, The Public Service Commission of Pennsylvania, Court of Competent Jurisdiction or by law.

Further in executing and delivering the agreement enclosed, we do so with the understanding that the language of its third paragraph, i. e., "so long as any other railroad in Philadelphia competition with the Baltimore and Ohio, etc. * * *" shall be taken to mean and include the Pennsylvania and Philadelphia & Reading Railroads only, and I will be glad if you will confirm this interpretation and your agreement to these two matters which will thus obviate the necessity of the agreements' reexecution. Copies of this letter and your reply can then be attached to and filed with the original agreement.

Yours very truly, Archibald Fries.

[fol. 1020] Pennsylvania Warehousing and Safe Deposit Co.

Executive Offices: 113-115 South Third Street, Philadelphia
Office of Vice-President & General Superintendent

August 2, 1926

Mr. Archibald Fries, Vice-President in charge of Traffic, Baltimore & Ohio Railroad Co., Baltimore, Md.

Dear Mr. Fries: We accept the provisions of your letter of August 2, 1926 supplementary to and a part of the Agreement between the Baltimore & Ohio Railroad and the Pennsylvania Warehousing & Safe Deposit Company of even date herewith, and understand that the same has the full force and effect as though the same were dully incorporated in the said Agreement.

Assuring you of our earnest desire to co-operate with your Company in the satisfactory business arrangement subsisting between us, and with kind regards believe me to be,

Very truly yours, Ralph Earle, Vice-President.

RE/m.

[fol. 1021] Complainants' Exhibit No. 98

I. C. C. Docket No. 20968

Witness: ——

Allowances by Pennsylvania Railroad Company to Warehouse Companies at Philadelphia, Pa.

Tariff, GO I. C. C. No. 14400

Item 3, Section a:

When freight is handled through the warehouses shown below, allowances will be made on in-bound and out-bound freight by the Railroad Company to these companies for services performed as follows:

Merchants' Warehouse Company, Delaware Avenue, Water, Chestnut, and Walnut Streets, Philadelphia, Pa.

On flour in barrels, 50,000 barrels or less handled in one month	3½ cents per barrel.
On flour in barrels, over 50,000 barrels handled in one month	2½ cents per barrel.
On flour other than in barrels, and all other merchandise	50 cents per 2,000 pounds.

No payment will be made on in-bound or out-bound traffic milled, mixed, malted or stored, in transit under the provisions of tariffs lawfully on file with the Interstate Commerce Commission and The Public Service Commission of the Commonwealth of Pennsylvania, nor on any traffic consigned to or by the warehouse company.

Item 3, Section b:

Merchants' Warehouse Company, Fifteenth and Carpenter Streets, Philadelphia, Pa.

On flour in barrels, 50,000 barrels or less handled in one month	3½ cents per barrel.
On flour in barrels, over 50,000 barrels handled in one month	2½ cents per barrel.
On flour other than in barrels and all other merchandise	50 cents per 2,000 pounds.

No payment will be made on in-bound or out-bound traffic milled, mixed, malted or stored, in transit under the provisions of tariffs lawfully on file with the Interstate Commerce Commission and The Public Service Commission of the Commonwealth of Pennsylvania, nor on any traffic consigned to or by the warehouse company.

[fol. 1022] Item 3, Section c:

At Philadelphia, Pa.

Merchants' Warehouse Company, Thirty-first and Chestnut Streets, Front and Berks Streets, Beach and Laurel Streets, and Federal Street

All freight	50 cents per 2,000 pounds.

No payment will be made on in-bound or out-bound traffic, milled, mixed, malted or stored, in transit under the provisions of tariffs lawfully on file with the Interstate Commerce Commission and The Public Service Commission of the Commonwealth of Pennsylvania, nor on any traffic consigned to or by the warehouse company.

Item 3, Section d:

Merchants' Warehouse Company, Front and Bainbridge Streets, Philadelphia, Pa.

On flour in barrels, 50,000 barrels or less handled in one month	3½ cents per barrel.
On flour in barrels, over 50,000 barrels handled in one month	2½ cents per barrel.
On flour other than in barrels, and all other merchandise	35 cents per 2,000 pounds.

No payment will be made on in-bound or out-bound traffic milled, mixed, malted or stored, in transit under the provisions of tariffs lawfully on file with the Interstate Commerce Commission and The Public Service Commission of the Commonwealth of Pennsylvania, nor on any traffic consigned to or by the warehouse company.

Item 3, Section e:

Merchants' Warehouse Company, Bainbridge, Front, Kenilworth, and Penn Streets, Philadelphia, Pa.

On flour in barrels, 50,000 barrels or less handled in one month	3½ cents per barrel.
On flour in barrels, over 50,000 barrels handled in one month	2½ cents per barrel.
On flour other than in barrels, and all other merchandise	35 cents per 2,000 pounds.

No payment will be made on in-bound or out-bound traffic milled, mixed, malted or stored, in transit under the provisions of tariffs lawfully on file with the Interstate Commerce Commission and The Public Service Commission of the Commonwealth of Pennsylvania, nor on any traffic consigned to or by the warehouse company.

[fol. 1023] Supplement No. 5 to Tariff GO I. C. C. No. 14400

Item 2½, Section a:

(First established effective 9-1-27, in Supplement No. 2.)

Merchants' Warehouse Company, Delaware Avenue, Bainbridge Street, Penn Street, and Kenilworth Street

On flour in barrels, 50,000 barrels or less handled in one month	3½ cents per barrel.
On flour in barrels, over 50,000 barrels handled in one month	2½ cents per barrel.
On flour other than in barrels, and all other merchandise	50 cents per 2,000 pounds.

No payment will be made on in-bound or out-bound traffic, milled, mixed, malted or stored in transit under the provisions of tariffs lawfully on file with the Interstate

Commerce Commission and The Public Service Commission of the Commonwealth of Pennsylvania, nor on any traffic consigned to or by the warehouse company.

Supplement No. 6 to Tariff GO I. C. C. No. 14440

Item No. 3, Section g:

Quaker City Cold Storage Co., Spruce Street Stores

On in-bound less than carload shipments of Butter, Cheese, Eggs and Dressed Poultry	50 cents per 2,000 pounds.

No payment will be made on in-bound or out-bound traffic stored in transit under the provisions of tariffs lawfully on file with the Interstate Commerce Commission and The Public Service Commission of the Commonwealth of Pennsylvania, nor on any traffic consigned to or by the Quaker City Cold Storage Company.

Item No. 3, Section h:

Quaker City Cold Storage Co., Spruce Street Stores

On in-bound carload shipments of Butter, Cheese, Eggs and Dressed Poultry	50 cents per 2,000 pounds.

No payment will be made on in-bound or out-bound traffic stored in transit under the provisions of tariffs lawfully on file with the Interstate Commerce Commission and The Public Service Commission of the Commonwealth of Pennsylvania, nor on any traffic consigned to or by the Quaker City Cold Storage Company.

[fol. 1024] COMPLAINANT'S EXHIBIT No. 99

I. C. C. Docket 20968.

Witness: Morgan

Certain Lessees of Space from the Merchants Warehouse Company at Philadelphia, Pa.

Vacuum Oil Company	Federal Stores.
Williamsport Wire Rope Company	Kenilworth Stores.
The Rossville Company	" "
John B. Astell & Company	31st & Chestnut.
Richardson & Boynton Company	Webb Warehouse.
American Steel & Wire Company	River Front Stores.
The Quaker Oats Company	" " "
Sherwin-Williams Company	" " "
B. Kessler	Bainbridge Stores.
Seaboard Seed Company	Kenilworth Stores
C. G. Justice Company	" "
Borden Stove Company	Webb Warehouse
Perfection Stove Company	" "
Comly-Flanigan Company	River Front Stores
Quaker City Wholesale Grocery Company	Webb Warehouse
Sterling Supply Corporation	Franklin Stores
A. Goldman	" "
Livingstone Brothers	31st & Chestnut
Rundle Mfg. Company	" "
Hart & Crouse	" "
W. A. Huey	" "

Identified as submitted to Mr. Richardson and he testified as to same # 10/10/28.

Wm. A. G., Jr.

[fol. 1025] EXHIBIT No. 100

F. D. No. 199 (Corrected to April 26, 1926)

Cancels F. D. No. 359 and F. D. No. 199 (Corrected to June 1, 1924)

The Pennsylvania Railroad Company (Lines Pittsburgh, Pa., Oil City, Pa., Erie, Pa., and East), West Jersey and Seashore Railroad Company

Philadelphia, Pa.

List of Private Sidings, Steamship Lines, Piers, and Carload and Less-carload Deliveries, with Instructions for Billing Thereto; Also Street Directory for Shipments to Philadelphia

Issued April 26, 1926, by
G. R. Richardson, Chief of Tariff Bureau, Philadelphia, Pa.; C. T. Mackenson, Jr., Freight Traffic Manager, Philadelphia, Pa.; E. P. Bates, Assistant Freight Traffic Manager, Philadelphia, Pa.; A. J. Ball, General Freight Agent, Philadelphia, Pa.; R. R. Blydenburgh, Assistant General Freight Agent, Philadelphia, Pa.; E. A. Stockton, Comptroller, Philadelphia, Pa.; V. P. Sumerfield, Assistant General Freight Agent, Philadelphia, Pa.; W. H. H. Willis, Division Freight Agent, Philadelphia Pa.

G. O. 1674 P. A. 407667.
Agent's Index No. 41.

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List of Carload Delivery Orders Filed by Individuals and Industries at Philadelphia	37 to 50 inc.
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[fols. 1027-1031] Regulations governing the forwarding of carload and less-carload freight for Philadelphia, Pa., when consigned to firms or individuals having private sidings on the Pennsylvania Railroad, Philadelphia, Pa., as listed on pages 7 to 23 inc.

(For list of freight stations, public delivery or team tracks see pages 4 to 6 inc.)

Carload and less carload freight for parties named in the alphabetical list of private sidings, unless otherwise consigned, should be waybilled in accordance with instructions in column headed "Revenue waybill should read to." See pages 7 to 23 inc.

When more than one delivery is shown in this book for the same consignee the shipper should be required to specify the delivery desired.

As parties named in the alphabetical list may require deliveries other than those specified in the list, agents should forward to the delivery shown only when same is not contrary to shippers' instructions.

On pages 37 to 49 of this tariff is published carload delivery orders by various receivers of freight in Philadelphia both with and without sidings indicating delivery desired when shipments are consigned simply to Philadelphia. Agents should be guided by this list as well as by the list of firms or individuals having private or assigned sidings.

Firm name	Location	Revenue waybill should read to
Baeder, Adamson & Co.	Allegheny Avenue and Richmond St.	Kensington (Ontario Street).
Bailey Co., J. T., Nos. 1 and 2	Delaware Avenue and Tasker Street	Washington Avenue Wharf.
Bailey Warehouse	Delaware Avenue and Tasker Street	Washington Avenue Wharf.
Bailey Warehouse	Delaware Avenue and Bainbridge St.	Washington Avenue Wharf.
Baker, Frank	1232 Washington Avenue	Broad and Washington Avenue.
Bala & Merion Electric Co.	Cynwyd	Cynwyd.
Baldi, C. C. A., Bros. & Co.	1216 Washington Ave.	Broad and Washington Street.
Baltimore and Carolina S. S. Co., No. 3	Pier 30 South	Washington Avenue Wharf.
Barber Asphalt Co.	30th and Race Streets	West Philadelphia Stock Yards.
Barber Steamship Line	Pier 56 South	Washington Avenue Wharf.
Barneato and Mardello	1238 Washington Avenue	Broad and Washington Avenue.
Barret Co., The, Nos. 1, 3, 7, 8 and 9	Bermuda and Tucker Streets	C. L. Kensington (Ontario Street) L. C. L. Kensington. C. L. Gray's Ferry. L. C. L. Woodland Avenue.
Barret Co., The, Nos. 2, 5 and 6	36th Street and Gray's Ferry Road	
Bartle, C.	25th Street and Sedgley Avenue	North Philadelphia.
Barton, H. H., & Son Co.	State Road, near Township Line	Tacony.
Baton, Henry E.	39th and Parish Streets	52nd Street Station.
Batty & Sons Co., Alfred	Tacony Road and P. R. R.	Frankford.
Baugh and Sons Co., Nos. 1 and 2	Morris Street Wharf	Washington Avenue Wharf.
Beale and Snyder	6726 State Road	Tacony.
Becker, Smith & Page, Inc., Nos. 1 and 3	Snyder Avenue and Water Street	Washington Avenue Wharf.
Belfield, H., & Co.	20th and Cambria Streets	North Philadelphia.
Bell, William	1316 Washington Avenue	Broad and Washington Avenue.
Belmont Iron Works, Nos. 1 and 4	22nd Street and Washington Avenue	Broad and Washington Avenue.
Belmont Packing and Rubber Co.	Trenton Avenue and Butler Street	Kensington (Ontario Street).
Belmont Water Works	Belmont	Fifty-Second Street.
Berg, David, Industrial Alcohol Co.	Swanson and Tasker Streets	Washington Avenue Wharf.
Berger Manufacturing Co.	16th Street and Washington Avenue	Broad and Washington Avenue.
Bergner & Engel Brewing Co., The	32d and Master Streets	Engelside.

Alphabetical List of Sidings in Philadelphia—Continued

Firm name	Location	Revenue waybill should read to
Birkinstein, Samuel, and Son, Inc.	25th and Ellsworth Street	C. L. Broad and Washington Ave. L. C. L. Oakford Street.
Bisbee Linseed Oil Co.	Greenwich Point	Washington Avenue Wharf.
Black Diamond S S Co.	Pier 19 North	C. L. Vine Street. L. C. L. Federal Street.
Blumenthal Bros.	Margaret and James Streets	Frankford.
Boger and Crawford	Venango and J Streets	Frankford.
Bombay American Line	Girard Point	Girard Point.
Bond Co., Chas.	Gaul and Adams Streets	C. L. Shackamaxon (Norris Street). L. C. L. Kensington.
Borden Stove Co.	Webb Terminal, Delaware Avenue and Walnut Street	Dock Street.
Bortel, E. S., Co.	1913 Washington Avenue	Broad and Washington Avenue.
Botfield Refractories Co.	776 So. Swanson Street	Washington Ave. Wharf.
Bower, Henry, Chemical Co., No. 2	29th Street and Gray's Ferry Road	C. L. Broad and Washington Ave. L. C. L. Oakford Street.
Box, Alfred, and Co., Nos. 1 and 2	713 North Front Street	Shackamaxon.
Box, Alfred, and Co.	Ontario and Trenton Avenue	C. L. Kensington (Tioga Street). L. C. L. Ontario Street.
Bradlee and Co., Inc.	Beach Street and Susquehanna Ave.	Shackamaxon.
Brady-Hindle Lumber Co.	48th and Upland Streets	Gray's Ferry (Woodland Avenue)
Brann and Stuart, No. 1	State Road and Bleigh Street	Tacony.
Bredt's Drayage	938 South Delaware Avenue	Washington Avenue Wharf.
Brehm and Stehle (Allegheny Dye Works)	Allegheny and Trenton Avenues	Kensington (Ontario Street).
Brennen, Frank, No. 1	25th and Tasker Streets	C. L. Broad and Washington Ave. (Point Breeze). L. C. L. Broad and Washington Ave.
Breyer Ice Cream Co.	46th and Linmore Streets	Gray's Ferry (Woodland Avenue).
Bridgman Bros. Co.	31st Street and Woodland Avenue	C. L. West Philadelphia (31st and Chestnut Streets). L. C. L. 30th and Market Streets.
Brill, J. G., Co., Nos. 2 and 3	62d Street and Woodland Avenue	C. L. Gray's Ferry. L. C. L. Woodland Avenue.

Bristol City Line	Pier 19 North	C. L. Vine Street. L. C. L. Federal Street.
Brooklyn Cooperage Co.	Delaware Avenue and Reed Street	Washington Avenue Wharf.
Brown, E. E., & Co., No. 1	Dilworth and McKean Streets	Washington Avenue Wharf.
Bruner, H. F., & Co., No. 1	14 North 21st Street	C. L. West Philadelphia (31st and Chestnut Streets). L. C. L. 30th and Market Streets.
Bruner, J. M., & Co.	4515 Girard Avenue	Fifty-second Street.
Budd, E. G., Manufacturing Co.	25th Street and Hunting Park Ave.	C. L. Midvale, Nicetown (Westmoreland). L. C. L. North Philadelphia.
Budd Wheel Corporation	Stockeley and Westmoreland Streets	C. L. Midvale, Nicetown (Westmoreland). L. C. L. North Philadelphia.

NOTE.—From restricted territory for Dock Street (See Page 6) use Federal Street.

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[fol. 1038]

Firm name	Location	Revenue waybill should read to
Letter's, Owen, Sons	Trenton Avenue and Westmoreland St.	Kensington (Ontario Street).
Leuton Brick Co.	25th Street and Passyunk Avenue	Broad and Washington Avenue. (Point Breeze).
Lewis, John T., & Bros. Co	2545 Aramingo Avenue	C. L. Shackamaxon (Norris Street). L. C. L. Kensington.
Lewis, John T., & Bros. Co	Huntingdon and Moyer Streets	C. L. Shackamaxon (Norris Street). L. C. L. Kensington.
Leyland Line	Piers 53 and 55 South	Washington Avenue Wharf.
Liberty Coal Co.	25th and Washington Avenue	Broad & Washington Ave.
Lincoln Furniture Co.	19th Street and Lehigh Avenue	North Philadelphia.
Linde Air Products Co.	18th and Cambria Streets	North Philadelphia.
Liquid Carbonic Co.	Tioga and Weikel Streets	C. L. Kensington (Tioga Street). L. C. L. Kensington (Ontario Street).
Lit Brothers	20th and Washington Avenue	Broad and Washington Avenue.
Livezey, John R.	22nd Street and Glenwood Avenue	North Philadelphia.
Livezey, Thos. H., & Co.	Sedgley Avenue and Dauphin Street	North Philadelphia.

Alphabetical List of Sidings in Philadelphia—Continued

Firm name	Location	Revenue waybill should read to
Lloyd Royal Belge	Pier 98 South	Washington Avenue Wharf.
Lloyd, Wm. M., Co., Ltd., No. 2	29th Street and Ridge Avenue	North Philadelphia.
Lloyd, Wm. M., Co., Ltd., No. 4	Susquehanna Ave. Wharf	Shackamaxon.
Loose-Wiles Biscuit Co.	Front & Brown Sts.	Shackamaxon.
Lower Merion Builders Supply Co.	Cynwyd, Pa.	Cynwyd, Pa.
Lowry, Alfred, and Bro., Nos. 1 and 2	50 North Delaware Avenue	C. L. Vine Street. L. C. L. Dock Street.
Luckenbach Steamship Co.	Pier 78 South	Washington Avenue Wharf.
Lukens, Lewis N.	19th Street and Washington Avenue	Broad and Washington Avenue.
Lupton's David, Sons	Allegheny Avenue and Tulip Street	Kensington (Ontario Street).
McAllister Coal Co.	25th and Dickinson Streets	Broad and Washington Avenue (Point Breeze).
McCahan, W. J., Sugar Refining and Molasses Co.	Swanson and Morris Streets	Washington Avenue Wharf.
McCahan, W. J., Sugar Refining and Molasses Co.	Tasker Street Wharf	Washington Avenue Wharf.
McCalla Co., Harold	Pier 56, North Wharves	Shackamaxon.
McCauley, Geo.	Swanson and Wolf Streets	Washington Avenue Wharf.
MacDonald Corp'n	Tioga & Memphis Streets	C. L. Kensington (Tioga St.). L. C. L. Kensington (Ontario St.).
McGowan, Thos. F.	25th and Tasker Streets	C. L. Broad and Washington Ave. (Point Breeze). L. C. L. Broad and Washington Ave.
McHatton Smelting Co.	15th Street and Washington Avenue	Broad and Washington Avenue.
McIlvain, J. Gibson, & Co.	58th Street and Woodland Avenue	C. L. Gray's Ferry. L. C. L. Woodland Avenue.
McKechnie Bros.	Delaware Ave. and Bigler St.	Washington Avenue Wharf.
McElvey Bros.	Cedar Street and East Lehigh Ave.	Shackamaxon (Norris Street).
McMullen, Arthur & Co., No. 2	East of Broad Street	Broad and Washington Avenue.
Mack Paving Construction Co.	Nicetown Lane and C Street	North Penn Junction.
Magee Bros.	C and Ontario Streets	Fairhill.
Mahedy, Michael	25th and Dickinson Streets	C. L. Broad and Washington Ave. (Point Breeze). L. C. L. Oakford Street.

Mallory Line	Pier 98 South	Washington Avenue Wharf.
Malone, Watson, and Sons	Pier 44 North	Shackamaxon.
Maneely, John	D Street and Erie Avenue	North Penn Junction.
Mann, David I.	6543 Green Street	Chelten Avenue, Germantown, (Carpenter).
Margolis and Co., S.	3100 Germantown Avenue	North Philadelphia.
Margolis, S., No. 1	819 Washington Avenue	Broad and Washington Avenue.
Margolis, S., No. 2	48th Street and Parkside Avenue	Fifty-second Street.
Marine Decking and Supply Co.	Tioga and Memphis Streets	C. L. Kensington (Tioga Street). L. C. L. Kensington (Ontario Street).
Marine Transport Co.	Pier 19 North	C. L. Vine Street. L. C. L. Federal Street.
Maris Bros.	56th Street and Gray's Avenue	C. L. Gray's Ferry. L. C. L. Woodland Avenue.
Market Street Elevated Passenger Railway Co.	69th Street Terminal	Milbourne Mills.
Markmann and Co.	Water Street below Dickinson	Washington Avenue Wharf.
Marshall Iron and Metal Co.	1327 Washington Avenue	Broad and Washington Avenue.
Martin Co., The L., Nos. 1 and 2	Milnor and Bleigh Streets	Tacony.
Masland, C. H., & Sons	Trenton Avenue and Willard Street	Kensington (Ontario Street).
Mason-Heflin Coal Co.	Girard Avenue and Norris Street	Shackamaxon (Norris Street).
Mason-Heflin Coal Co.	Trenton Avenue and Venango Street	Kensington (Ontario Street).
Mathers Coal Co., Frank P.	10th Street and Washington Avenue	Broad and Washington Avenue, Angora.
Mathers, J. W., & Sons, Nos. 2 & 4	52nd and Whitby Streets	Angora.
Maxwell's, John, Sons No. 1	30th Street below Spruce	C. L. West Philadelphia (31st and Chestnut Streets). L. C. L. West Philadelphia (30th and Market Streets).
Merchant and Evans Co.	2025 Washington Avenue	Broad and Washington Avenue.
Merchants Warehouse Co.	Front and Bainbridge Streets	Washington Avenue Wharf.

NOTE.—From restricted territory for Dock Street (See Page 6) use Federal Street.

Alphabetical List of Sidings in Philadelphia—Continued

[fols. 1039-1044]

Firm name	Location	Revenue waybill should read to
Merchants' Warehouse Co., No. 1	15th and Carpenter Streets	Broad and Washington Avenue.
Merchants' Warehouse Co., No. 2	31st and Chestnut Streets	C. L. West Philadelphia (31st and Chestnut Streets). L. C. L. West Philadelphia (30th and Market Streets).
Merchants' Warehouse Co., No. 3	Front Street, below Berks	Kensington.
Merchants' Warehouse Co., No. 4	Beach Street, above Laurel	Shackamaxon.
Merchants' Warehouse Co., Nos. 5 and 6 (River Front Stores)	Delaware Avenue and Chestnut St.	Dock Street.
Merchants' Warehouse Co., (Kenilworth Stores)	Front and Bainbridge Streets	Washington Avenue Wharf.
Merchants' Warehouse Co., (Webb Warehouse)	Delaware Avenue and Walnut Street	Dock Street.
Metzel Co., T. B.	913 North Front Street	Shackamaxon.
Midvale Co., The, Nos. 1, 2 and 3	Nicetown	Midvale.
Mifflin Chemical Corp. Nos. 2 & 3	Commercial Avenue and Mifflin St.	Washington Avenue Wharf.
Miller and England	1124 Washington Avenue	Broad and Washington Avenue.
Miller Lock Co.	4530 Tacony Street	Frankford.
Miller North Broad Storage Co.	52nd Street and Whitby Avenue	Angora.
Miller, Robinson and Co.	Sixth Street and Sedgley Avenue	North Penn Junction.
Mills Co., E. W.	River Front Stores, Delaware Ave. & Chestnut Street	Dock Street.
Milne, C. J., & Sons	11th Street and Washington Avenue	Broad and Washington Avenue.
Mink Smelting and Refining Co.	18th Street and Washington Avenue	Broad and Washington Avenue.
Mitchel Co., C. J.	31st Street, below Chestnut	C. L. 31st and Chestnut Streets. L. C. L. 30th and Market Streets.
Mitchel Lumber & Coal Co.	Pembroke, Pa.	Pembroke, Pa.
Monaghan, Chas. E.	Tioga and Edgemont Streets	C. L. Kensington (Tioga Street). L. C. L. Kensington (Ontario Street).
Monican Pottery Co.	Westmoreland and Tulip Streets	Kensington (Ontario Street).

Montgomery Bros.	21st Street and Penrose Avenue	C. L. Broad and Washington Ave. (Point Breeze).
		L. C. L. Broad and Washington Ave.
Moore, John W.	26th Street and Susquehanna Avenue	North Philadelphia.
Moore, Kelly & Co.	25th and Morris Streets	C. L. Broad and Washington Avenue. (Point Breeze).
		L. C. L. Oakford Street.
Moore & McCormack	Pier 5, North	Washington Avenue Wharf.
Moorhouse, R. T.	2655 Bridge Street	C. L. Bridesburg.
		L. C. L. Frankford.
Morey Buckwalter Co.	25th & Morris Streets	C. L. Pt. Breeze.
		L. C. L. Oakford Street.
Morganthaler Bros.	Swanson and Wolf Streets	Washington Avenue Wharf.
Moro-Philips Stores (Penna. Warehousing and Safe Deposit Co.)	Delaware Avenue and Fitzwater St.	Washington Avenue Wharf.
[1] Morris and Co.	26 So. Delaware Avenue and 8 No. Delaware Avenue	C. L. Vine Street.
		L. C. L. Dock Street.
Morris, I. P., Co.	Beach and Ball Streets	Shackamaxon.
Morice Jute Mills	Swanson and Dickinson Streets	Washington Avenue Wharf.
Morrison, J. Spencer	8233 Frankford Avenue	Holmesburg Junction.
Morris Wheeler & Co., Nos. 1, 2 and 3	30th and Locust Streets	C. L. West Philadelphia (31st and Chestnut Streets).
		L. C. L. West Philadelphia (30th and Market Streets).
Motz, Chas., Estate of	1038 Allegheny Avenue	North Philadelphia.
Mountain Valley Water Co.	Water and Morris Streets	Washington Avenue Wharf.
Mt. Vernon Supply Co.	Umbria and Gates Streets, Manayunk, Pa.	Manayunk (East).
Mulcomroy Co., Inc.	54th and Jefferson Streets	Fifty-second Street.
Municipal Piers (See Piers Reached by P. R. R. Page 18).		
Municipal Pier No. 82 South	Delaware Avenue and Wolf Street	Washington Avenue Wharf.
Municipal Pier No. 84 South	Delaware Avenue and Wolf Street	Washington Avenue Wharf.
Murray Oil Products Co.	Pierce and Margaret Streets	Kensington (Ontario Street).

[1] Takes delivery from P. R. R. track.

Alphabetical List of Sidings in Philadelphia—Continued

Firm name	Location	Revenue waybill should read to
Mutual Transportation Co.	Delaware Avenue, above Green	Shackamaxon.
Nass, Geo. & Sons	Glenwood Ave. & Dauphin St.	North Philadelphia.
National Alloy Co.	25th and Dickinson Streets	C. L. Broad and Washington Avenue. (Point Breeze). L. C. L. Oakford Street.
National Ammonia Co.	Dark Run Lane & Delaware Ave.	C. L. Bridesburg. L. C. L. Frankford.
National Biscuit Co.	12th and Glenwood Avenue	North Philadelphia.
National Biscuit Co., No. 4	13th and Glenwood Avenue	North Philadelphia.
National Essence For Coffee Co.	19 Washington Avenue	Washington Avenue Wharf.
National Fireproofing Co.	24th Street and Washington Avenue	Broad and Washington Avenue.
Neef, J., Jr.	21st and Westmoreland Streets	North Philadelphia.

NOTE—From restricted territory for Dock Street (See Page 6) use Federal Street.

[fols. 1045-1049]

Southwark Foundry and Machine Co. Nos. 1 and 2	430 Washington Avenue	Broad and Washington Avenue.
Southwark Foundry and Machine Co. Nos. 3 and 4	417 Washington Avenue	Broad and Washington Avenue.
Spiegle, G. M., & Co.	18th Street and Sedgley Avenue	North Philadelphia.
Spruce Street Stores (Penna. Cold Storage and Market Co.)	Delaware Avenue and Spruce Street	Dock Street.
Standard Coal Supply Co.	1910 Washington Avenue	Broad and Washington Avenue.
Standard Oil Co., No. 5	28th Street, below Passyunk Avenue	C. L. Broad and Washington Avenue. (Point Breeze). L. C. L. Broad and Washington Ave. Fairhill.
Standard Packing Box Co.	Venango and A Streets	West Philadelphia Stock Yards.
Standard Piping and Fitting Co.	30th Street, above Race Street	Engelside.
Standard Sanitary Mfg. Co.	Oxford Street and Glenwood Avenue	

Standard Supply and Equipment Co.	17th Street and Lehigh Avenue	North Philadelphia.
Standard Tin Foil Corp.	Torresdale Avenue and Church St.	Frankford.
Stanley Coal Co.	2d Street and Washington Avenue	Broad and Washington Avenue.
Star Coal Co.	1333 Washington Avenue	Broad and Washington Avenue.
Steiner, J. J.	River Front Stores, Delaware Avenue and Chestnut Street	Dock Street.
Stelwagon Manufacturing Co.	19th Street and Washington Avenue	Broad and Washington Avenue.
Stern, Jacob, and Sons	Tioga and Aramingo Streets	C. L. Kensington (Tioga Street). L. C. L. Kensington (Ontario St.).
Stewart & Son	36th and Grays Ferry Rd.	C. L. Gray's Ferry. L. C. L. Woodland Ave.
Stoddart, Isaac	1208 Washington Avenue	Broad and Washington Avenue.
Sun-Maid Raisin Co.	River Front Stores, Delaware Avenue and Chestnut Street	Dock Street.
Supplee-Wills-Jones Milk Co.	30th and Locust Streets	West Philadelphia (31st and Chestnut Streets).
Supplee-Wills-Jones Milk Co.	46th Street and Girard Avenue	Fifty-second Street.
Supplee-Wills-Jones Co.	49th and Merion Avenue	Fifty-second Street.
Surpass Leather Co.	9th Street and Westmoreland Ave.	North Philadelphia.
Sutton and Stephenson	1317 Washington Avenue	Broad and Washington Avenue.
Swanson Stores	810 Swanson Street	Washington Avenue Wharf.
* Swift and Co.	22 North Delaware Avenue	C. L. Vine Street. L. C. L. Dock Street.
Sykes, Joseph H.	20th and Cambria Streets	North Philadelphia.
Tabor Manufacturing Co.	State Road and Robbins Street	Tacony.
Tacony Coal & Line Co.	State Road and Unrah St.	Tacony.
Tacony Steel Co., Nos. 1, 2 and 3	Milnor and Bleigh Streets	Tacony.
Tanners Products Co.	7th Street and Glenwood Avenue	North Penn Junction.
Taylor Co., A.	D Street and Erie Avenue	North Penn Junction.
Terminal Coal Co.	63rd and Market Streets	Milbourne Mills.
Terminal Warehouse Co., 4, 5, 6, & 7	Delaware Avenue and Green Street	Shackamaxon.
Ternan Lumber Co.	20th Street and Glenwood Avenue	North Philadelphia.
Terry-Gerbron Co.	Grant Avenue	Bustleton, Pa.
Texas Co., The, No. 5	Commercial Avenue, near Snyder	Washington Avenue Wharf.

* Take delivery from P. R. R. track.

Alphabetical List of Sidings in Philadelphia—Continued

Firm name	Location	Revenue waybill should read to
Thomas Bros. Co.	1526 Washington Avenue	Broad and Washington Avenue.
Thomas, Edwin M., Nos. 1 and 2	State Road, Torresdale	Torresdale.
Thomas, M. L. (West Philadelphia Charcoal)	63rd and Market Streets	Milbourne Mills.
Thompson, J. M., and Co.	105 South Water Street	Dock Street.
Thompson, L. M.	Bala and Union Avenues, Bala, Montgomery Co.	Bala, Pa.
Thompson, Lewis and Co., Inc.	49th Street and Botonac Avenue	C. L. Gray's Ferry. L. C. L. Woodland Avenue.
Tidewater Oil Sales Corp.	Gray's Avenue and 49th Street	C. L. Gray's Ferry. L. C. L. Woodland Avenue.
Tioga Coal Co.	Tioga and Tulip Streets	Kensington (Tioga Street).
Tomson, P. C., and Co.	Delaware Avenue, North of Washington Avenue	Washington Avenue Wharf.
Toomey, Frank	Canal Street, below Laurel	Shackamaxon.
Torresdale Filtration Works (Phila. City Filtration Plant)	State Road and Pennypack Lane	Holmesburg Junction (Lindonfield).
Trans-Continental Freight Co.	Delaware Avenue and Vine Street	Vine Street.
Treen Box Co.	Tioga and Memphis Streets	C. L. Kensington (Tioga Street). L. C. L. Kensington (Ontario Street).
Trenton Trans. Co. (Dolphin Lines)	Pier 3, North	C. L. Vine Street. L. C. L. Federal Street.
Trimble Bros.	D Street and Erie Avenue	North Penn Junction.
Tunnell, F. W., and Co.	Wheatsheaf Lane and Gaul Street	Kensington (Ontario Street).

NOTE.—From restricted territory for Dock Street (See Page 6) use Federal Street.

Numerical List of Freight Stations and Team Tracks

For Street Location See Alphabetical List of Stations and Team Tracks Page

Station No.	Station	Note
1	West Phila., Market House 32d St. and Lancaster Ave. Crane Yd.	T
	30th and Market Sts.	A
2	West Philadelphia Stock Yards	G
3	Liddonfield	B
4	52d Street	A
4	52d Street and Parkside Avenue	T
5	Overbrook	A
5	Overbrook Contractor's Siding	T
6	31st and Chestnut Streets	B
7	Woodland Avenue	A
8	Angora	A
9	Gray's Ferry	B
9	Gray's Ferry 60th Street Yard	T
9	So. Broad St. Yard	T
10	Queen Street	B
11	Paschall	A
12	Pencoyd	P
13	Broad St. and Washington Ave.	A
13	Broad St. and Washington Ave. Tram Track	T
14	Oakford Street	A
15	Federal Street	A
16	Morris Street	B
17	Washington Avenue Wharf	D
17	Washington Avenue Wharf, Porter St. Yard	T
17	Washington Avenue Wharf Shunk St.	T
17	Washington Avenue Wharf Wharton St.	T
18	Greenwich	B
20	Girard Point	B
	League Island Navy Yard	H
	Phila. Navy Yard (See League Island Navy Yard)	
21	Point Breeze	B
22	Broad and Pollock Streets	B
23	Engelside	A
24	Girard Point Elevator (Grain)	B
25	North Philadelphia	A
25	North Philadelphia 18th and Cambria Sts.	T
25	North Philadelphia 15th Street Yard	T
25	North Philadelphia 12th Street Yard	T
25	North Philadelphia Este'y Yard	T
25	North Philadelphia Diamond Street Yard	T
26	North Penn Junction	A
26	North Penn Junction Erie Ave. and D St.	T
27	Frankford	A
28	Bridesburg	B
28	Fitler Siding	H
29	Tacony	A
30	Holmesburg Junction	A
30	Holmesburg Junction Ashburner St. Siding	T
30	Rowland	H
31	Holmesburg	B
32	Bustleton	A
33	Fairhill	A
34	Ontario Street	A
34	Ontario Street Pearce Street	T
35	Torresdale	A
36	Kensington	A
37	Norris Street	B
38	Tioga Street	B
39	Shackamaxon	A
40	Vine Street Note 3	E
40	Vine Street Team Track Note 3	T
41	Walnut Street Wharf (Note 2)	K
42	Dock Street (Note 1)	K
43	Westmoreland	B
44	Midvale (Nicetown)	A
45	Chelton Avenue, Germantown	A
46	Carpenter	B
47	Allen Lane	B
48	St. Martins	B

Numerical List of Freight Stations and Team Tracks—Continued

Station No.	Station	Note
49	Chestnut Hill	A
50	Germantown Road	B
51	Wynnefield Avenue	B
52	Bala	A
53	Cynwyd	A
54	Manayunk (East)	A
55	Shawmont	A
56	Barmouth	A
57	Fernwood	B
58	Pembroke	A
59	Millbourne Mills	A
59	End of Cardington Branch	H
59	Sixty-third & Market Sts.	T
66	Ivy Hill	A
67	Cinnaminson	C
68	Sears	J
	Sears	
68	Friends Hospital	H
69	Wyoming Avenue	B
115	Oxford Road	B
116	Ashton	B
117	West Manayunk	B

NOTES

A—Carloads and less.
B—Carloads only.
C—Less carloads only.
D—Only import, export and coastwise freight, and carloads to and from private sidings handled.
E—Carloads and less outbound. Carloads only inbound.
F—Carloads only outbound. Carloads and less inbound.
G—Livestock, stockyard supplies and products only.
H—Individual Siding shipper must arrange with owner.
J—Shipments for account of Sears, Roebuck Co. only can be handled here.
K—No track delivery.
P—Private siding.
T—Team or public delivery track, carloads only.

NOTE 1.—Dock Street.

Freight will be handled at this station to and from the following territory only:
Monongahela Division; Pittsburgh, Pa.; Buffalo and Erie, inclusive, and points West thereof (All-rail and rail and lake); Baltimore, Washington, Hagerstown, Md.; Norfolk, Va.; Richmond, Va.; and points South via Atlantic Coast line, Chesapeake & Ohio Railway, Norfolk and Western, Norfolk Southern, Seaboard Air Line, Southern Railway and connections.

NOTE 2.—Walnut Street Wharf.

Freight will be handled at this station to and from the following territory:

All points in the State of New Jersey and all connecting lines when routed via junction points in the state of New Jersey; also points on the Long Island Railroad and New England and Canadian points when routed via Jersey City or Greenville, N. J., New York, New Haven & Hartford Railroad and connections.

NOTE 3.—Vine Street.

Handles no less carload freight inbound. Handles less carload freight outbound to points as follows:

North of Wilmington, Del., to Morrisville, Pa., inclusive, East of Pittsburgh, Pa.; Buffalo, N. Y.; and Erie, Pa.; exclusive to all points in Pennsylvania and New York States, routing via junction points on or west of line Philadelphia and north to Pottsville and Wilkes-Barre, Pa.; including points on the Delaware & Hudson Co. and connections to Canadian and New England points via Wilkes-Barre; also carload freight to team track delivery inbound and outbound to and from all points.

[fols. 1061 & 1062] List of Carload Delivery Orders Filed by Individuals and Industries at Philadelphia, Pa.

All carloads, consigned to the firms named herein, must be delivered at the points shown in column headed "Destinations," unless consigned specifically to some other Pennsylvania R. R. delivery, in which case they must be forwarded to the point specified. Exceptions to the latter are designed by an asterisk (*) and in such cases the cars must be forwarded to the place named in column headed "Destination," regardless of billing.

The deliveries shown herein are understood to conform to the general instructions for the delivery of freight in Philadelphia contained in C. T. 352, City Delivery Sheets, as authorized by the general superintendent transportation.

[fols. 1063-1097]

Firm Name	Freight	Destination
Bisbee Linseed Company	Linseed Oil	Siding Greenwich Point
Blaetz, J. H.		Fairhill
Blakely & Son, John		Shackamaxon
Block Go Cart Co.		Shackamaxon
Bodenstein & Kuemmerle	Lumber	Shackamaxon
Bonsor & Co., Inc., C. F.	West of Pittsburgh and Erie, Pa.	Dock Street
Bonstedt & Co., W. G.	Canned Goods	Merchants' Warehouse Co., River Front Stores
	Cereals	
	Dried Fruit	
	Package Freight, from West of Pittsburgh and Erie (except Apples in barrels, Canned Goods, Cereals and Dried Fruit	Dock Street
	Apples in barrels	Vine Street
	Package Freight from East of Pittsburgh and Erie (except Canned Goods, Cereals and Dried Fruit	
Borden Stove Co.		Merchants' Warehouse Co., River Front Stores
Bounds, Paul W.	Stone	Fairhill
Bourne & Co., T. H.	Canned Milk	Merchants' Warehouse Co., River Front Stores
Boyer & Co.		Kensington
Bradlee & Co.		Shackamaxon
Bradley Market Co.	Hams	31st and Chestnut Streets
Bradle & Smith Co.		Kensington
Brecht's Sons, F.	Lumber	Vine Street
Bremers' Sons, L.	Leaf Tobacco	Vine Street
Brewer Co., Inc., Earnest	Flour	Philadelphia Tidewater Terminal, Washington Avenue Wharf
Brighton Worsted Co., The		Fairhill
Brody & Co., L.		Vine Street

Firm Name	Freight	Destination
Brodsky Bros.	Hide and Sheep Skins	*Tioga Street
Bromley & Sons, Inc., John		Fairhill
Brown & Bailey Co.	Paper	Vine Street
Buck, D., Estate of	Lumber	Shackamaxon
Buck, C. D.-Col. M. C. N. A.		*21st and Oregon Avenue
Buick Motor Co.	Automobiles Automobile Parts & Accessories	*12th & Glenwood Ave. No. Phila. 16th & Indiana Ave. No. Phila.
Buist Company, Robert		Vine
Bullock Bros.	Wool	Dock Street
Bunting Bedding Co., J. R.		Broad and Washington Ave.
Burk Bros.		Shackamaxon
Burns Sales Co., J. C.	Washing Machines	Broad Street and Washington Avenue
Burpee & Co., W., Atlee	Garden Seeds, Dried Peas or Beans, Corn and Potatoes	Vine Street
Burr Bros.		Shackamaxon
Burt Bros.		Broad Street and Washington Avenue
Butterworth, G. W.	Perishable Fruit	West Philadelphia Market House, 30th and Market Streets
Caldwell, Wm. K.		*Kensington
California Fruit Distributors	Perishable except grapes Grapes	West Phila. Market House, 30th & Market Streets Queen Street Yard
California Vegetable Union	Perishable except Citrus fruits Citrus Fruits	West Phila. Market House, 30th & Market Streets Vine St. Station
Caloric Gas Stove Works		Shackamaxon
Campbell, C. & J.		Fairhill
Cancelmo, A.	Oranges, Lemons, Grape Fruit, boxes of Apples and kegs of Grapes Apples in bbls.	Vine Street West Phila. Market House, 30th & Market Streets
Cancelmo, Joseph	Apples, Grape Fruit, Oranges, Lemons, boxed and kegs of Grapes	Vine Street

Cancelmo, J. B.	Perishable	West Phila. Market House, 30th & Market Streets
Carraine, Eugene	Pulp Boards	Broad Street and Washington Avenue
Carter & Co.		Merchants' Warehouse Co., River Front Stroes
Carter, Fred B.	Meats	Vine Street
Case Plow Works, J. L.		Terminal Warehouse and Transfer Co., Shackamaxon
Cass & Co., Phillip		Vine Street
Cattle Co., Wm. and Walter		31st and Chestnut Streets
Cavanna & Co., A. R.	From the West	Dock Street
	From the East	Walnut Street Wharf
	From other points	Vine Street
Central News Company	Magazines	Broad Street and Washington Ave.
Chambers Bros. Co.	Sand, Iron and Machinery	52nd Street
	Perishable except Citrus Fruits	West Philadelphia Market House
Chase & Company	Citrus Fruits	Vine Street
Cherry Bassett Winner Co.		31st and Chestnut Streets

[fol. 1098] EXHIBIT No. 101

Reading Company, Freight Traffic Department, Reading Terminal, Philadelphia, Pa.

Circular No. 225 (Cancels Circular No. 215, Dated April 15, 1920)

Containing

A list of manufacturers, merchants, public storage houses and grain elevators having siding connection with Reading Company; parties not having siding connection who receive all their carload freight at certain specific stations; freight stations in Philadelphia; track scales and cranes, showing their location in Philadelphia.

Issued by

H. C. Stauffer, Freight Traffic Manager; J. W. Hewitt, Assistant Freight Traffic Manager; R. C. Campbell, General Freight Agent; L. R. Jones, Assistant General Freight Agent; B. M. Croll, Division Freight Agent; J. A. Fisher, Foreign Freight Agent; W. H. Whitehead, Comptroller.

Philadelphia, Pa., November 1, 1926.

(Mailing List No. 225.)
Files 249710—249940.

[fols. 1099-1101] Reading Company, Freight Traffic Department, Reading Terminal, Philadelphia, Pa.

Circular No. 225 (Cancels Circular No. 215, Dated April 15, 1920)

To Agents and Connections:

In every instance, freight consigned to parties located in the Philadelphia District should be consigned to the specific station at which the delivery is desired. Such information should appear on the bills of lading and waybills. This will prevent delay in accomplishing the delivery, as well as unnecessary switching and incidentally, possible overcharge resulting from failure to indicate the station at which the delivery is required.

To illustrate this: Frequently cars are waybilled to "Philadelphia," yet bill of lading was issued to shipper reading "Lehigh Avenue, Philadelphia," or to some other outlying station. As the general points of delivery for cars consigned simply to "Philadelphia," is Broad and Callowhill Streets or Willow and Noble Streets stations, failure to incorporate the specific station delivery on the waybill necessitates additional switching in order to make the delivery required under the terms of the bill of lading.

In Section 1, of this Circular, there is a complete list of names of firms, corporations, etc., who have siding connection with the Reading Company in the Philadelphia District, including the location; and in Section 2 there is an additional list of parties who are receiving their carload shipments at certain specific stations.

Where bills of lading do not provide for the specific station delivery you should be governed by the information below in waybilling shipments:

Carload shipments consigned to parties whose names do not appear in this list, and where no specific station delivery in Philadelphia is named in the bill of lading, will be delivered at either Broad and Callowhill Streets Station or Willow and Noble Streets Station as the railway company may determine.

For additional information regarding sidings, facilities, deliveries, etc., at Philadelphia, consult B. M. Croll, Division Freight Agent, Reading Terminal, Philadelphia, Pa.

For additional information regarding coastwise or export traffic, consult J. A. Fisher, Foreign Freight Agent, Reading Terminal, Philadelphia, Pa.

(Here follow photostats of side folios 1102 and 1103 & 1104.)

PUBLIC STORAGE HOUSES IN PHILADELPHIA
REACHED BY READING COMPANY

Name or usual designation of Public Storage House	Location in Philadelphia	Reading Company Station in Philadelphia to which CARLOADS must be way-billed and car-carded
Bailey Warehouses	Swanson and Morris Sts.	Willow and Noble Streets
Delaware Storage and Freezing Co.	Atherican and Willow Sts.	Willow and Noble Streets
△ ⓓ Godley's Stores	Delaware Avenue and Almond Sreets	Willow and Noble Streets
Industrial Cold Storage and Warehouse Co.	American and Berks Sts.	Second and Berks Streets
Interstate Warehouse Co.	919-925 North Front St.	Willow and Noble Streets
△ Northeastern Warehouse Co.	Sedgley and Erie Avenues	Erie Avenue
Penna. Warehousing & Safe Deposit Co., viz.:		
△ ⓓ Atlantic Stores	Delaware Avenue and Catherine Street	Willow and Noble Streets
Delaware Avenue Stores Nos. 1, 2 and 3	Delaware Avenue and Lombard Street	Willow and Noble Streets
△ Equitable Warehousing Co.	5th and Willow Streets	Willow and Noble Streets
Gallagher's Almond Street Warehouse	Delaware Avenue and Kenilworth Street	Willow and Noble Streets
Moro-Philips Store	Delaware Avenue and Fitzwater Street	Willow and Noble Streets
△ ⓔ Pennsylvania Stores	Front and Lombard Streets	Willow and Noble Streets
△ Pennsylvania Tobacco Stores	404-406-408 South Water Street	Willow and Noble Streets
Poplar Street Stores	Delaware Ave. and Poplar Street	Port Richmond
Port Richmond Stores	Richmond and East Cambria Streets	Port Richmond
Sixteenth Street Stores	Sixteenth and Callowhill Streets	Broad Street
△ ⓓ West India Stores	Delaware Avenue and Catherine Streets	Willow and Noble Streets
Philadelphia Warehousing & Cold Storage Co.	Delaware Avenue and Noble Street	Willow and Noble Streets
Quaker City Cold Storage Co.	Delaware Avenue and Pine Street	Willow and Noble Streets
Rex & Co.'s Warehouse	American Street above York Street	Lehigh Avenue
River Front Stores	Delaware Avenue and Chestnut Street	Willow and Noble Streets
Terminal Warehouse and Transfer Co.	Delaware Avenue and Green Street	Willow and Noble Streets
Wash'n Bonded Terminal Warehouse	Delaware Avenue and Walnut Street	Willow and Noble Streets

△ Indicates U. S. Bonded Warehouse.
ⓓ No direct siding connection. Cars placed for delivery at Almond Street Yard.
ⓔ No direct siding connection. Cars placed for delivery through siding of Delaware Avenue Stores Nos. 1, 2 and 3 or Almond Street Yard.

When storage warehouse delivery is required, the name of the storage warehouse must be shown in the proper space for such information on car card waybill issued to the station in Philadelphia which is shown opposite thereto.

GRAIN ELEVATORS IN PHILADELPHIA
REACHED B. READING COMPANY

KIND	NAME	Location in Philadelphia	Reading Company Station in Philadelphia to which CARLOADS must be way-billed and car-carded
Domestic Grain Elevator	20th Street Elevator	20th and Hamilton Sts.	Broad Street
Export Grain Elevator	Port Richmond Elevator	Beach and Clearfield Sts.	Port Richmond

PHILADELPHIA CITY DELIVERIES
READING COMPANY

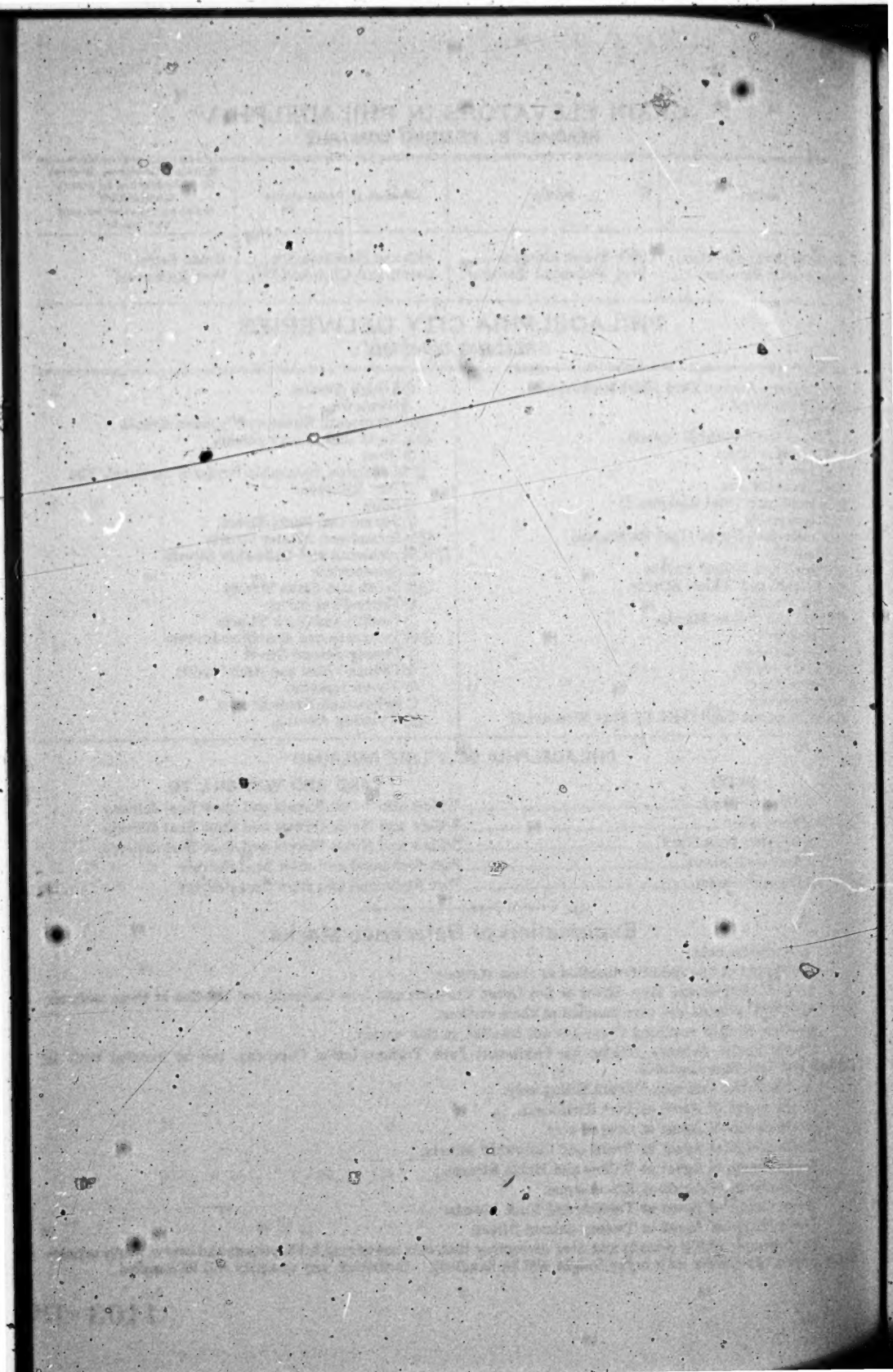
⑥×Allegheny Avenue Yard (Port Richmond)
⑥×Almond Street
Ø Belmont
⊙Broad and Callowhill Streets
⊙¶Catharine Street
×Cedar Grove
⊙¶Chestnut Street
①⊙Coral Street (Port Richmond)
×‡Crescentville
①⊙Cumberland Street (Port Richmond)
⑥‡Eastwicks
⑥×Eighth and Willow Streets
⑥×Eleventh and Willow Streets
⊙Erie Avenue
⑥×Fifth and Willow Streets
⊙Frankford
⊙Germantown
⑥‡Gibson's Point
‡Grays Ferry
⑥⊙Greenmount
①×Laurel Street Yard (Pier 43, Port Richmond)
⊙Lehigh Avenue
‡Nicetown
⑦×Nineteenth Street and Indiana Avenue
④×Ninth and Master Streets
⊙Olney
‡Philadelphia Perishable Products Terminal, The
⊙Port Richmond
⊙Sears
⊙Second and Berks Streets
④×Second and Master Streets
⑤×Seventeenth and Callowhill Streets
⊙Summerdale
⑧×Tenth and Berks Streets
⊙Thirty-First Street
⊙Twelfth and York Streets
⑧⊕Twentieth and Hamilton Streets
⊙Twenty-Second Street
③Twenty-Third and Arch Streets
⊙Wayne Junction
⊙Willow and Noble Streets
⑨‡Wyoming Avenue

PHILADELPHIA BELT LINE RAILROAD

YARD	CARD AND WAY-BILL TO
×Almond Street	Willow and Noble Streets and show final delivery
×Mead Alley	Willow and Noble Streets and show final delivery
×Wharton Lane Yard	Willow and Noble Streets and show final delivery
×Kettlewell Street	Port Richmond and show final delivery
×Reynolds Street	Port Richmond and show final delivery

Explanation of Reference Marks

‡—Carloads only.
⊙—Freight in any quantity handled at these stations.
¶—Bulk Freight and Hay, Straw or Sea Grass, Carloads and Less Carloads, not handled at these stations.
×—12,000 pounds and over handled at these stations.
⊕—Only Freight requiring Crane Service handled at this station.
Ø—No Public Delivery, Traffic for Fairmount Park Transportation Company, can be handled both in Carloads and Less than Carloads.
‡—No Public Delivery, Private Siding only.
①—In charge of Agent at Port Richmond.
②—In charge of Agent at Grays Ferry.
③—In charge of Agent at Broad and Callowhill Streets.
④—In charge of Agent at Willow and Noble Streets.
⑤—In charge of Agent at Erie Avenue.
⑥—In charge of Agent at Twelfth and York Streets.
⑦—In charge of Agent at Twenty-Second Street.
⑨—Inbound, 10,000 pounds and over (excepting that cars containing 6,000 pounds and over of heavy articles and cars filled to capacity with bulky freight will be handled). Outbound, any quantity will be handled.



[fols. 1105-1110] Individual Sidings in Philadelphia Served by Reading Company

Name of firm or corporation	Character of business	Street location	Waybill to
Abbott A., Theo.	Cloth	23d Street and Allegheny Avenue	22d Street
Abramson, Louis	Coal	1429 North American Street	2d and Berks Streets
Accommodation Ice & Coal Co.	Coal and Ice	1133 West Louden Street	Erie Avenue
Aetna Foundry Co.	Castings	20th and Ruffner Streets	Nicetown
Allegheny Scrap Iron & Metal Co.	Scrap Metal	2d and Clearfield Streets	Port Richmond
Allen & Co., S. L.	Agricultural Implements.	5th Street and [illegible]enwood Avenue	Erie Avenue
Almar Stores Co.	Groceries	915-925 North Front Street	Willow and Noble Streets
American Can Co.	Cans	Beach and Palmer Streets	Port Richmond
American Cone & Pretzel Co.	Pretzels	10th Street and Susquehanna Avenue	12th and York Streets
American Engineering Co.	Machinery	Aramingo and Cumberland Streets.	Port Richmond
American Fabricated Steel Co.	Iron and Steel	2442 Bodine Street	Lehigh Avenue
American Ice Co.	Ice	3rd and Cambria Streets	Lehigh Avenue
American Ice Co.	Ice	9th and Jefferson Streets	12th and York Streets
American Ice Co.	Ice	22d Street, below Westmoreland St.	22d Street
American Ice Co.	Ice and Coal	Belfield Avenue and Walnut Lane	Germantown
American Ice Co.	Ice, Coal and Hay	Armat Street and Reading Ry.	Germantown
American Mfg. Co.	Cordage	Front and Shunk Streets	Willow and Noble Streets
American Oil Co.	Oil and Gasoline	6th and Annsbury Streets	Erie Avenue
American Preserve Co.	Preserved Fruits	3rd and Lehigh Avenue	Lehigh Avenue
American Pulley Co.	Steel Pulleys	4200 Wissahickon Avenue	Nicetown
American Stores Co.	Retail Grocers	York Avenue and Willow Street	Willow and Noble Streets
American Stores Co. (Bells Siding Warehouse No. 3.)	Retail Grocers	963 Hancock Street	Willow and Noble Streets
American Stores Co., Branch No. 2 (Robinson & Crawford Siding)	Retail Grocers	19th Street and Pennsylvania Ave.	Broad Street
American Stores Co. (Philadelphia Warehouse No. 4)	Retail Grocers	32d and Master Streets	31st Street
American Stores Co. (Warehouse, 31st and Thompson Streets)	Groceries	31st and Thompson Streets	31st Street
Animal Oil Co.	Oils	Ontario below Richmond Street	Port Richmond
Armour & Co.	Dressed Meats	213 W. Norris Street	2d and Berks Streets
Armour & Co.	Dressed Meats	917 Noble Street	Broad Street

Individual Sidings in Philadelphia Served by Reading Company—Continued

Name of firm or corporation	Character of business	Street location	Waybill to
Arnholt & Schaefer Brewing Co....	Brewers	31st and Thompson Streets.....	31st Street
Atlantic Cooperage Co.....	Cooperage	Swanson and Wolf Streets.....	Willow and Noble Streets
Atlas Whiting Co.....	Whiting	Commerce and Huntingdon Streets..	Port Richmond
Ault & Wiborg Co.....	Inks	32d and Master Streets.....	31st Street.
Baeder, Adamson & Co.....	Blue, Hair, etc.....	Richmond Street and Allegheny Ave.	Port Richmond
Bailey Warehouse.....	Storage	Delaware Avenue and South Street.	Willow and Noble Streets
Baldwin Locomotive Works.....	Locomotives	Penna. Avenue, Broad to 18th Sts..	Broad Street
[fols. 1111-1113]			
Holland Furnace Co.....	Furnaces	23d and Arch Streets.....	23rd and Arch Streets
Hoopes & Townsend Co.....	Bolts and Nuts.....	13th and Buttonwood Streets.....	Broad Street
Horrocks, W. B., Co.....	Coal, Lime and Building Material	Othodox Street and Reading Ry....	Frankford
Houghton & Co., E. F.....	Oils	American and Somerset Streets....	Lehigh Avenue
Household Supply Co.....	Furniture	Belber Bldg., 22d and Arch Streets	23d and Arch Streets
Hughes & Patterson.....	Rolling Mill	1701 North Delaware Avenue.....	Port Richmond
Independent Pier Co.....	Wharfage	Piers 28-34-35, South Wharves.....	Willow and Noble Streets
Industrial Cold Storage and Warehouse Co.....	Cold Storage	American and Berks Streets.....	2d and Berks Streets
Janney Lumber Co., J. W.....	Lumber	Pier 52, North Wharves.....	Port Richmond
Jarka Corp. of Phila.....	Stevedores	Pier 19, North Wharves.....	Willow and Noble Streets

Jefferson Ice Co.	Ice	American and Cumberland Streets.	Lehigh Avenue
Johnson & Company, Charles Eneu.	Inks	Swanson Street below Wolf Street..	Willow and Noble Streets
Johnson & Co., Inc., J. D.	Plumbers' Supplies	6th Street and Glenwood Avenue...	Port Richmond
Johnson Co., The	Furniture	Gaul and Letterly Streets	Port Richmond
Jones Coal & Lumber Co.	Coal and Lumber	229 Church Street	Germantown
Kane Mfg. Co.	Glues	Delaware Avenue and Morris Street	Willow and Noble Streets
Kay Mfg. Co.	Springs	1027 Germantown Avenue	Willow and Noble Streets
Kensil Coal Co.	Coal	10th Street and Rising Sun Avenue	Nicetown
Kerr, Bro. & Co., Alex.	Salt	520 North Delaware Avenue	Willow and Noble Streets
Kerr Heuftle Coal Co.	Coal	17th Street below Indiana Avenue...	22d Street
Keystone Brick Co.	Brick	Tabor Road and Godfrey Avenue...	Summerdale
Keystone Lead Co. (Brodskey's Siding)	Lead	Ontario Street below Richmond St..	Port Richmond
Keystone State Const. Co.	Contractors	Ridge Avenue and Noble Street	Broad Street
Keystone Supply & Manufacturing Co.	Plumbers' Supplies	927 North 9th Street	12th and York Streets
Kingan Provision Co.	Coal (only)	8th and Callowhill Streets	Broad Street
Kingan Provision Co.	Meats and Provisions	8th and Callowhill Streets	Willow and Noble Streets
Klebe & Co., L. & J.	Coal	11th and Dauphin Streets	12th and York Streets
Koch, Christopher	Cooperage Stock	McKean and Swanson Streets	Willow and Noble Streets
Kohler, W. F.	Coal	6th and Cayuga Streets	Erie Avenue
Lansing & Co.	Trucks and Barrows	American and Willow Streets	Willow and Noble Streets
Larue & Co., Charles T.	Hardwood Flooring	20th Street and Erie Avenue	Nicetown
Latta & Roberts	Contractors	Delaware Avenue and Ontario St..	Port Richmond

Individual Sidings in Philadelphia Served by Reading Company—Continued

[fol. 1114]

Name of firm or corporation	Character of business	Street location	Waybill to
Norris Market Ice Manufacturing & Cold Storage Co.	Ice and Cold Storage	3d and Norris Streets	2d and Berks Streets
North Bros. Manufacturing Co.	Ice Cream Freezers	American Street and Lehigh Avenue	Lehigh Avenue
Northeast Builders' Supply Co.	Sand, Lime, Cement, Etc.	2d Street and Fisher's Avenue	Olney
Northeastern Warehouse Co.	Storage	Sedgely and Erie Avenues	Erie Avenue
Northern Coal Co.	Coal	1065 Germantown Avenue	Willow and Noble Streets
Northern Liberties Gas Co.	Gas Works	Canal Street, near Laurel Street	Port Richmond
Northern Metal Company	Scrap Iron	Lawrence and Pike Streets	Erie Avenue
North Philadelphia Lumber Co.	Lumber	5th and Lycoming Streets	Erie Avenue
Novelty Coal Co.	Coal	1429 North American Street	2d and Berks Streets
O'Donnell, N. & H.	Cooperage Stock	Swanson and Moore Streets	Willow and Noble Streets
Ohrle Bros.	Upholstery Trimming (Coal only)	American and Willow Streets	Broad Street
Olney Ice & Coal Co. (Petri Bros.)	Ice and Coal	Duncannon Avenue and Mascher St.	Olney
Ornoka Mills Co.	Cloth Manufacturers	Ruth and Somerset Streets	Port Richmond
Pacific Mutual Door Co.	Doors	Roberts Avenue and Fox Street	Nicetown
Paist, F. M.	Candy	American and Jefferson Streets	2d and Berks Streets
Pancoast Co., Henry B.	Heating	Front and Ellen Streets	Willow and Noble Streets
Paper Manufacturers Co., Inc.	Paper Specialties	5th and Willow Streets	Willow and Noble Streets
Paramount Lumber Co.	Lumber	American and Cumberland Streets.	Lehigh Avenue
Patterson Coal Co., Inc.	Coal	1023 Susquehanna Avenue	12th and York Streets
Peal, Ogden	Coal	East Falls	East Falls
Pearson Ludascher Lumber Co.	Lumber	Foot of Westmoreland St., Del. River	Port Richmond
Pecora Paint Co.	Paint Works	3d Street and Sedgley Avenue	Erie Avenue

Penn Grain & Feed Co.	Feed	32d and Thompson Streets	31st Street
Penna. Brick & Tile Co.	Brick	Westmoreland St. and Delaware Ave.	Port Richmond
Penna. Copper Reduction Co.	Smelters	Delaware Avenue and Buckius St.	Port Richmond
Penna. Forge Co.	Forgings	Delaware Avenue and Buckius St.	Port Richmond
Penna. Globe Gas Light Co.	Gas Fixtures	9th Street and Sedgely Avenue	Port Richmond
Penna. Salt Mfg. Co.	Salt	Greenwich Point	Noble Street
Pennsylvania Sugar Co.	Cooperage	Delaware Avenue and Laurel Street	Port Richmond
Pennsylvania Sugar Co.	Sugar	Delaware Ave. and Shackamaxon St.	Port Richmond
Penna. Warehousing & Safe Deposit Co. viz.:			
Delaware Ave. Stores Nos. 1, 2 and 3	Storage	Delaware Avenue and Lombard St.	Willow and Noble Streets
Moro-Phillips Stores	Storage	Delaware Avenue and Fitzwater St.	Willow and Noble Streets
Pennsylvania Tobacco Stores	Storage	404-406-408 South Water Street	Willow and Noble Streets
Pennsylvania Stores	Storage	Front and Lombard Streets	Willow and Noble Streets
Port Richmond Stores	Storage	Richmond and East Cambria Streets	Port Richmond
Sixteenth Street Stores	Storage	16th and Callowhill Streets	Broad Street
Petri Bros. (Olney Ice & Coal Co.)	Ice and Coal	Duncannon Avenue and Mascher St.	Olney
Pettinos, George F.	Foundry Supplies	American St. and Susquehanna Ave.	2d and Berks Streets

[fol. 1115]

Philadelphia Asbestos Co.	Asbestos Products	Roberts Street and Pulaski Avenue	Wayne Junction
Philadelphia Bag Co.	Bags	Water and Dickinson Streets	Willow and Noble Streets
Philadelphia Brewing Co.	Brewery	6th and Clearfield Streets	Port Richmond
Philadelphia Builders Supply Co.	Sand, Lime, Cement, etc.	2d and Wellens Avenue	Olney
Philadelphia Electric Co.	Lighting	Beach and Palmer Streets	Port Richmond
Philadelphia & Reading Coal & Iron Co.	Coal	11th and Willow Streets	Broad Street
Philadelphia Grain Elevator Co.	Grain Elevator	Port Richmond, Pier B	Port Richmond
Philadelphia Grain Elevator Co.	Grain Elevator	20th Street and Penna. Avenue	Broad Street
Philadelphia Grain Elevator Co.	Grain Elevator	29th and Parrish Streets	Broad Street
Philadelphia Hardwood Flooring Co.	Lumber	33d and Master Streets	31st Street

Individual Sidings in Philadelphia Served by Reading Company—Continued

Name of firm or corporation	Character of business	Street location	Waybill to
Philadelphia Pipe Bending Co....	Pipe Bends.....	4145 North Fifth Street.....	Erie Avenue
Philadelphia Rapid Transit Co....	Car Barn.....	10th and Luzerne Streets.....	Nicetown
Philadelphia Rapid Transit Co....	Street Railway.....	Pier 42, North Delaware Avenue...	Port Richmond
Philadelphia Rapid Transit Co....	Supply Yard.....	2d Street and Wyoming Avenue....	Erie Avenue
Philadelphia Rapid Transit Co....	Supply Yard.....	2d Street and Lehigh Avenue.....	Lehigh Avenue
Philadelphia Rapid Transit Co....	Storage	Pier 34, North Delaware Avenue...	Port Richmond
Philadelphia Roll & Machine Co...	Iron and Steel.....	52d Street and Grays Avenue.....	Eastwicks
Philadelphia Ship Repair Co.....	Ship Repairs.....	Mifflin Street Wharf.....	Willow and Noble Streets
Phila. Warehousing & Cold Storage Co.	Storage	Delaware Avenue and Noble Street.	Willow and Noble Streets
Pier 9 North Wharves.....	Municipal	Race Street.....	Willow and Noble Streets
Pilling & Son Co., G. P.....	Surgical Instruments....	23d and Arch Streets.....	23d and Arch Streets
Pneumatic Conveyer Co.....	Conveyers	Greenwich	Willow and Noble Streets
Pooley Furniture Co.....	Furniture Factory.....	17th Street and Indiana Avenue....	22d Street
Pottash Bros.....	Bagging and Burlap.....	Swanson and Wolf Streets.....	Willow and Noble Streets
Powers-Weightman-Rosengarten Co.	Chemicals	9th and Parrish Streets.....	12th and York Streets
Powers-Weightman-Rosengarten Co.	Chemicals	East Falls.....	East Falls
Premier Spring Bed Co.....	Beds	12th and Noble Streets.....	Broad Street
Proctor & Schwartz.....	Drying Machines.....	6th Street and Tabor Road.....	Erie Avenue
Publicker Commercial Alcohol Co...	Distilling	Snyder Avenue and Water Street..	Willow and Noble Streets
Quaker City Cold Storage Co.....	Storage	Water and Spruce Streets.....	Willow and Noble Streets
Queen City Printing Co.....	Printing Inks.....	1061 Germantown Avenue.....	Willow and Noble Streets
Quinn, Joseph P., Est.....	Marble	30th and Thompson Streets.....	31st Street
Rabin Coal Company.....	Coal	1526 North American Street.....	2d and Berks Streets
Randall Coal Co.....	Coal	6th and Ruscomb Streets.....	Erie Avenue
Reading Bone Fertilizer Co.....	Fertilizer	Pier 92, South.....	Willow and Noble Streets
Rebman Real Estate Co.....	Coal	1234 Hamilton Street.....	Broad Street
Reinecker & Schweigler.....	Coal	1401 American Street.....	2d and Berks Streets
Reiner & Co., John F.....	Soaps	American and York Streets.....	2d and Berks Streets
Remington & Sherman Co.....	Safes	1545 North Delaware Avenue.....	Port Richmond

[fols. 1116-1153]

Remmey & Son, R. C.	Fire Brick	Hedley and Richmond Streets	Port Richmond
Rex & Co.	Storage	American and York Streets	Lehigh Avenue
Reyburn Manufacturing Co.	Paper Tags	23d Street and Allegheny Avenue	22d Street
Reynolds Lumber Co.	Flooring	American and York Streets	Lehigh Avenue
Richmond Radiator Co.	Heating	2241 North American Street	2d and Berks Streets
Ridgway & Sons, B.	Stone	Clarissa and Bristol Streets	Nicetown
Rising Sun Ice & Coal Co.	Ice and Coal	11th and Dauphin Streets	12th and York Streets
Risser & Rapinowitz	Poultry	Delaware Avenue and Mifflin Street	Willow and Noble Streets
River Front Stores	General Stores	Chestnut Street and Delaware Avenue	Willow and Noble Streets
Riverside Glue Works	Glue and Sand Paper	Richmond Street and Allegheny Avenue	Port Richmond
Rockland Ice & Coal Co.	Coal	1822 Juniata Street	Nicetown
Rogers, C. M.	Coal	12th and Callowhill Streets	Broad Street
Ross & Wilson	Coal	American and Cumberland Streets	2d Street and Lehigh Avenue
Russell, Henry	Coal	Water Street and Clarkson Avenue	Olney
Ryan & Co.	Coal	12th and Wollow Streets	Broad Street
S. & S. Water Co.	Soft Drinks	31st and Thompson Streets	31st Street
Sauquoit Silk Manufacturing Co.	Silk Yarn	Clarissa Street and Hunting Park Avenue	Nicetown
Sawdust Sales Co.	Sawdust	20th and Clearfield Streets	22d Street
Scargle's Sons, W. W.	Coal	5th Street and Rising Sun Avenue	Erie Avenue
Scheidt Brewing Co., Adam	Bottling Works	963 North Ninth Street	12th and York Streets
Scheinert Co., R.	Electrical Machinery	Gaul and Letterly Streets	Port Richmond
Schmidt's Sons Brewing Co., C.	Brewery	2d and Edwards Streets	Willow and Noble Streets
Schoble & Co., Frank	Hats	9th and Oxford Streets	12th and York Streets
Schreiber, Jacob	Bottling Works	2525 North Broad Street	12th and York Streets
Schuylkill Forge & Steel Co.	Forgings	3d and Luzerne Streets	Erie Avenue
Schwacke, Herman	Autos	20th and Hamilton Streets	Broad Street
Scott & Co., John	Wholesale Grocers	2101 North American Street	2nd and Berks Streets
Scullion, Simon	Iron Foundry	American and Cambria Streets	Lehigh Avenue
Sears, Roebuck & Co.	Warehouse	Roosevelt Boulevard	Sears
Seeds & Derham	Contractors	26th and Penna. Avenue	31st Street

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Name of firm or corporation	Character of business	Street location	Waybill to
Sellers & Co., Incorporated, Wm....	Machinery	1600 Hamilton Street.....	Broad Street
Service Supply Corp.....	Hardware and Contractor Supplies.....	20th and Venango Streets.....	Nicetown
Shoemaker & Co. (Limited), M. L..	Fertilizer	Venango Street and Delaware Avenue.....	Port Richmond
Silberman, J.....	Barrels	Swanson and Mifflin Streets.....	Willow and Noble Streets
Sinclair Refining Co.....	Petroleum	Swanson and Dudley Streets.....	Willow and Noble Streets
Sixteenth Street Stores.....	Storage	16th and Callowhill Streets.....	Broad Street
Smallman & Co., John.....	Coal and Feed.....	Miller Street and Lehigh Avenue..	Port Richmond
Smith, Geo. W., & Co.....	Woodworking Mfg.....	[illegible]th Street and Gray's Ferry Avenue	Gray's Ferry
Smith, H. J. & A., Co.....	Coal	Jasper Street and Lehigh Avenue..	Port Richmond
Smith, Kline & French Co.....	Druggists	Beach and Poplar Streets.....	Port Richmond
Snedaker & Co., F. C.....	Wood Workers.....	9th and Tioga Streets.....	Nicetown

[fol. 1154] IN UNITED STATES DISTRICT COURT

In Equity. No. 5781

In Equity. No. 5789

In Equity. No. 5791

[Titles omitted]

PRÆCIPE FOR TRANSCRIPT OF RECORD—Filed Jan. 7, 1931

To the Clerk:

Please prepare a transcript of the record in the above entitled causes in the matter of appeals therein, and include in said transcript, in the order given below, the following matter, viz:

In Number 5781

1. Petition of Merchants Warehouse Company as amended.

[fol. 1155] 2. Order of February 17th, 1930, fixing February 21st, 1930, as the date for hearing application for a temporary stay, (modified so as to show the name of District Judge Oliver B. Dickinson instead of District Judge William H. Kirkpatrick).

3. Petition of James Gallagher, et al., for leave to intervene as defendants, and order granting same.

4. Decree of February 21st, 1930, granting temporary stay of the order of the Interstate Commerce Commission.

5. Answer of James Gallagher, et al., intervening Defendants.

6. Answer of Interstate Commerce Commission.

7. Petition of Commercial Exchange of Philadelphia, et al. for leave to intervene as Plaintiffs, and order granting same.

8. Answer of United States of America.

9. Order amending order of February 17th, 1930, by substituting the name of Circuit Judge Joseph Buffington for Circuit Judge Victor B. Woolley.

10. Decree of April 15, 1930, continuing temporary stay of order of Interstate Commerce Commission.

11. Opinion of the Court filed October 8th, 1930.

12. Court's findings of fact and conclusions of law.

13. Exceptions to findings of fact and conclusions of law.

14. Petition for order staying enforcement of Commission's order pending appeal.

15. Answer of United States of America to petition for stay of Commission's order pending appeal.

16. Answer of Commission to petition for stay order pending appeal.

17. Answer of intervening defendants to petition for stay order pending appeal.

18. Opinion of court "sur petition for order of super- [fol. 1156] sedeas", granting stay of Commission's order pending appeal.

19. Final decree filed November 19th, 1930.

20. Petition for appeal, assignment of errors and prayer for reversal.

21. Citation on appeal of Merchants Warehouse Company.

22. Petition of Commercial Exchange of Philadelphia, et al. for appeal, assignment of errors, and prayer for rever-al.

23. Citation on appeal of Commercial Exchange of Philadelphia, et al.

24. Order allowing appeal of Commercial Exchange of Philadelphia, et al.

25. Appeal Bond.

26. Notice to Attorney General of Pennsylvania of appeal.

27. Order allowing appeal of Merchants Warehouse Company and staying Commission's order pending appeal.

28. Petition for cross-appeal.

29. Assignment of errors on cross-appeal.

30. Order allowing cross-appeal.

31. Citation on cross-appeal.

32. Notice to Attorney General of Pennsylvania of cross-appeal.

33. Order extending time for docketing case on appeal.

34. Stipulation in re statement of evidence.

35. Order approving statement of evidence.

36. This praecipe.

37. Journal entries in their proper order.

In Number 5789

1. Petition of The Pennsylvania Warehousing and Safe Deposit Company.

[fol. 1157] 2. Order of February 17th, 1930, fixing February 21st, 1930, as the date for hearing application for a temporary stay, (modified so as to show the name of District Judge Oliver B. Dickinson, instead of District Judge William H. Kirkpatrick).

3. Petition of James Gallagher, et al. for leave to intervene as defendants, and order granting same.

4. Decree of February 21st, 1930, granting temporary stay of the order of the Interstate Commerce Commission.

5. Answer of James Gallagher, et al. intervening defendants.

6. Answer of Interstate Commerce Commission.

7. Petition of Commercial Exchange of Philadelphia, et al. for leave to intervene as plaintiffs, and order granting same.

8. Answer of United States of America.

9. Order amending order of February 17th, 1930, by substituting the name of Circuit Judge Joseph Buffington for Circuit Judge Victor B. Woolley.

10. Decree of April 15th, 1930, continuing temporary stay of order of Interstate Commerce Commission.

11. Opinion of the Court filed October 8th, 1930.

NOTE.—This is the identical Opinion described in Item 11th of the documents in No. 5781, and is here incorporated by reference thereto (See original page —; Printed page —).

12. Court's findings of fact and conclusions of law.

NOTE.—This is the identical document described in Item 12th of the documents in No. 5781, and is here incorporated by reference thereto, (See original page —; Printed page —).

13. Exceptions to findings of fact and conclusions of law.

NOTE.—This is the identical document described in Item 13th of the documents in No. 5781, and is here incorporated by reference thereto, (See original page —; Printed page —).

[fol. 1158] 14. Opinion of Court "sur petition for order of supersedeas", granting stay of Commission's order pending appeal.

NOTE.—This is the identical Opinion described in Item 18th of the documents in No. 5781 and is here incorporated by reference thereto, (See original page —; Printed page —).

15. Final decree filed November 19th, 1930.

NOTE.—This is the identical Decree described in Item 19th of the documents in No. 5781, and is here incorporated by reference thereto, (See original page —; Printed page —).

16. Petition for appeal, assignment of errors and prayer for reversal.

17. Citation on appeal of Pennsylvania Warehousing and Safe Deposit Company.

18. Petition of Commercial Exchange of Philadelphia, et al. for appeal, assignment of errors and prayer for reversal.

19. Citation on appeal of Commercial Exchange of Philadelphia, et al.

20. Order allowing appeal of Commercial Exchange of Philadelphia, et al.

21. Appeal Bond.

22. Notice to Attorney General of Pennsylvania of Appeal.

23. Order allowing appeal of Pennsylvania Warehousing and Safe Deposit Company and staying Commission's order pending appeal.

24. Petition for cross-appeal.

25. Assignment of errors on cross-appeal.

26. Order allowing cross-appeal.

27. Citation on cross-appeal.

28. Notice to Attorney General of Pennsylvania of cross-appeal.

29. Orders extending time for docketing case on appeal.

NOTE.—These are the identical orders described in Item [fol. 1159] 33rd of the documents in No. 5781, and is here incorporated by reference thereto, (See original page —); Printed page —).

30. Stipulation in re statement of evidence.

NOTE.—This is the identical Stipulation described in Item 34th of the documents in No. 5781, and is here incorporated by reference thereto. (See original page —; Printed page —).

31. Order approving statement of evidence.

NOTE.—This is the identical order described in Item 35th of the documents in No. 5781, and is here incorporated by reference thereto. (See original page —; Printed page —.)

32. This præcipe.

33. Journal entries in their proper order.

In Number 5791

1. Petition of Philadelphia Warehousing and Cold Storage Company.

2. Order of February 17th, 1930, fixing February 21st, 1930, as the date for hearing application for a temporary stay, (modified so as to show the name of District Judge Oliver B. Dickinson instead of District Judge William H. Kirkpatrick).

3. Petition of James Gallagher, et al. for leave to intervene as Defendants, and order granting same.

4. Decree of February 21st, 1930, granting temporary stay of the order of the Interstate Commerce Commission.

5. Answer of James Gallagher, et al. intervening defendants.

6. Answer of Interstate Commerce Commission.

7. Petition of Commercial Exchange of Philadelphia, et al. for leave to intervene as plaintiffs, and order granting same.

8. Answer of the United States of America.

9. Order amending order of February 17th, 1930, by [fol. 1160] substituting the name of Circuit Judge Joseph Buffington for Circuit Judge Victor B. Woolley.

10. Decree of April 15th, 1930, continuing temporary stay of order of Interstate Commerce Commission.

11. Opinion of the Court filed October 8th, 1930.

NOTE.—This is the identical Opinion described in Item 11th of the documents in No. 5781, and is here incorporated by reference thereto. (See original page —; Printed page —).

12. Court's findings of fact and conclusions of law.

NOTE.—This is the identical document described in Item 12th of the documents in No. 5781, and is here incorporated by reference thereto. (See original page —; Printed page —).

13. Exceptions to findings of fact and conclusions of law.

NOTE.—This is the identical document described in Item 13th of the documents in No. 5781, and is here incorporated by reference thereto. (See original page —; Printed page —).

14. Petition for order staying enforcement of Commission's order pending appeal.

15. Answer of the United States of America to Petition for stay of Commission's order pending appeal.

16. Answer of the intervening defendants to petition for stay order pending appeal.

17. Opinion of Court "sur petition for order of supersedeas, granting stay of Commission's order pending appeal.

NOTE.—This is the identical Opinion described in Item 18th of the documents in No. 5781, and is here incorporated by reference thereto. (See Original page —; Printed page —).

18. Final decree filed November 19th, 1930.

NOTE.—This is the identical Decree described in Item 19th of the documents in No. 5781, and is here incorporated by reference thereto. (See original page —; printed page —).

19. Petition for appeal, assignment of errors and prayer for reversal.

[fol. 1161] 20. Citation on appeal of Philadelphia Warehousing and Cold Storage Company.

21. Petition of Commercial Exchange of Philadelphia et al. for appeal, assignment of errors and prayer for reversal.

22. Citation on appeal of Commercial Exchange of Philadelphia, et al.

23. Order allowing appeal of Commercial Exchange of Philadelphia, et al.

24. Appeal Bond.

25. Notice to Attorney General of Pennsylvania of appeal.

26. Order allowing appeal of Philadelphia Warehousing and Cold Storage Company, and staying Commission's order pending appeal.

27. Petition for cross-appeal.

28. Assignment of errors on cross-appeal.

29. Order allowing cross-appeal.

30. Citation on cross-appeal.

31. Notice to Attorney General of Pennsylvania of cross-appeal.

32. Orders extending time for docketing case on appeal.

NOTE.—These are the identical Orders described in Item 33rd of the documents in No. 5781, and are here incorporated by reference thereto. (See original page —; Printed page —).

33. Stipulation in re statement of evidence.

NOTE.—This is the identical Stipulation described in Item 34th of the documents in No. 5781, and is here incorporated by reference thereto. (See original page —; Printed page —).

34. Order approving statement of evidence.

NOTE.—This is the identical Order described in Item 35th of the documents in No. 5781, and is here incorporated by reference thereto. (See original page —; Printed page —).

[fol. 1162] 35. This praecipe.

36. Journal entries in their proper order.

M. Hampton Todd, Solicitor for Merchants Warehouse Company. H. Edgar Barnes, Solicitor for Pennsylvania Warehousing & Safe Deposit Co. John P. Connelly, Solicitor for Philadelphia Warehousing & Cold Storage Co. Allen S. Olmsted, 2nd, Solicitor for Commercial Exchange of Philadelphia et al.

We have read the above praecipe and do not desire to file a separate praecipe indicating any additional portions desired to be included.

Elmer B. Collins, For the United States. J. Stanley Payne, Solicitor for Interstate Commerce Commission. John J. Hickey, Solicitor for Walter A. Bailey, Terminal Warehouse Company, Rex and Company, Inc., James Gallagher, Northeastern Warehouse Company, and Industrial Cold Storage and Warehouse Company.

[fol. 1163] In United States District Court for the Eastern District of Pennsylvania, December Term, 1929

No. 5789

The Pennsylvania Warehousing and Safe Deposit Company, Plaintiff, and Commercial Exchange of Philadelphia, Grocers' and Importers' Exchange of Philadelphia, Philadelphia Board of Trade, Philadelphia Bourse, The Association of Manufacturers' Representatives, Incorporated, Intervening Plaintiffs,

vs.

United States of America and Interstate Commerce Commission, Defendants, and Walter A. Bailey, Terminal Warehouse Company, Rex and Company, Inc., James Gallagher, Northeastern Warehouse Company, Industrial Cold Storage and Warehouse Company, Intervening Defendants

H. Edgar Barnes, Esqs.; Saul, Ewing, Remick & Saul, Esqs.

Elmer B. Collins, Esq.; J. Stanley Payne, Esq.; T. L. Reimel, Esq.; John J. Hickey, Esq.

Docket Entries

Feb. 18, 1930. Petition to annul order of Interstate Commerce Commission filed.

" 18, " Decree fixing Feb. 21, 1930, for hearing application for temporary stay of operation of Order of Interstate Commerce Commission filed.

Feb. 20, 1930. Order of Court substituting name of Hon. Oliver B. Dickinson in place of Hon. Wm. H. Kirkpatrick filed.

" 21, " Petition by Walter A. Bailey, et al., for leave to intervene as defendants and Decree granting petition filed.

" 21, " Decree granting temporary stay of Order of Interstate Commerce Commission filed.

" 25, " Answer of Rex and Company, Inc., et al., Intervening defendants, filed.

Mar. 4, 1930. Appearance of T. L. Reimel, Esq., for Intervening defendants, filed.

" 6, " Answer of Interstate Commerce Commission filed.

" 8, " Petition by Commercial Exchange of Philadelphia for leave to intervene as party plaintiffs and Decree granting petition filed.

[fol. 1164]

Mar. 15, 1930. Answer by United States of America filed.

" 22, " Printed copy of petition of Penna. Warehousing & Safe Deposit Co., filed.

" 26, " Argued.

" 27, " Decree amending Decree of Feb. 17, 1930, by substituting the name of Hon. Joseph Buffington in place of Hon. Victor B. Woolley, filed.

" 27, " Argument resumed.

" 28, " Argument concluded.

Apr. 15, 1930. Decree continuing temporary stay of Order of Interstate Commerce Commission filed.

Oct. 8, 1930. Opinion, Thompson J. (Dickinson J. concurring, Buffington J. dissenting) dismissing petition of Feb. 18, 1930 to enjoin defendants from enforcing Order of Interstate Commerce Commission filed.

Nov. 5, 1930. Opinion, Thompson J., sur findings of fact and conclusion of law filed.

" 19, " Exceptions by Petitioner to findings of fact and conclusions of law filed.

Nov. 19, 1930. Argued sur settlement of decree and petition for appeal to act as supersedeas.

" 19, " Final Decree dissolving temporary orders of Feb. 21, 1930, and April 15, 1930, staying and suspending Order of Intefstate Commerce Commission of Dec. 28, 1929; overruling plaintiff's exceptions to findings of fact and conclusions of law; and dismissing petition to enjoin defendants from enforcing Order of Interstate Commerce Commission of Dec. 28, 1929, filed.

" 19, " Opinion (per curiam) granting order of supersedeas and allowing exception thereto filed.

" 19, " Petition for appeal, assignments of error, and prayer for reversal of Decree of Nov. 19, 1930, filed.

" 19, " Decree granting petition for appeal filed.

" 19, " Bond sur appeal in $2000, with American Surety Company of New York, surety, and Decree approving bond filed.

" 19, " Citation allowed and issued.

" 19, " Citation returned: "service accepted" and
[fol. 1165] filed.

Dec. 17, 1930. Decree extending time for docketing case in U. S. Supreme Court filed.

" 24, " Assignments of Error by Intervening plaintiffs filed.

" 24, " Prayer for reversal by Intervening plaintiffs filed.

" 24, " Decree allowing Petition for Appeal by Intervening plaintiffs filed.

" 24, " Citation allowed and issued.

" 26, " Citation returned: "service accepted" and filed.

" 30, " Decree enlarging time in which to file record with Clerk of Supreme Court of United States to January 10, 1931, filed.

Jan. 7, 1931. Copy of Notice to Attorney General of Pennsylvania of Petitioner's appeal, and proof of service, filed.

Jan. 7, 1931. Order Consolidating this cause with Nos. 5781 and 5791 for purpose of trial, filed.
" " " Statement of Evidence in Narrative form, Stipulation of Counsel, and Order approving same, filed.
" " " Petition for Cross-Appeal by Respondents, filed.
" " " Assignment of Error on Cross-Appeal, filed.
" " " Order allowing Cross-Appeal, filed.
" " " Citation on Cross-Appeal allowed and issued.
" " " Citation returned "service accepted" and filed.
" " " Copy of Notice to Attorney General of Pennsylvania of Cross-Appeal, and proof of service, filed.
" " " Præcipe for Transcript of Record sur appeals, filed.

[fols. 1166 & 1167] IN UNITED STATES DISTRICT COURT

In Equity

No. 5789

[Title omitted]

PETITION—Filed Feb. 18, 1930

1. The petitioner above named brings this its petition against the defendants above named, for the purpose of enjoining, setting aside and annulling as hereinafter prayed, an order entered by the Interstate Commerce Commission (hereinafter called the Commission) by Division 3 thereof, on the 28th day of December, 1929, in a proceeding then pending before the Commission, namely, Interstate Commerce Commission Docket No. 20968 (Sub. No. 1) in which Walter A. Bailey and Terminal Warehouse Company were [fol. 1168] Complainants, The Baltimore and Ohio Railroad Company was Defendant, and your Petitioner was Intervenor; and Docket No. 20968 (Sub. No. 2) in which

Rex and Company, Inc.; James Gallagher; Northeastern Warehouse Company; Walter A. Bailey; Terminal Warehouse Company; and Industrial Cold Storage and Warehouse Company were Complainants, the Reading Company was Defendant, and your Petitioner was Intervenor.

2. Petitioner is a corporation duly organized and existing under the laws of Pennsylvania. It is engaged in the business of operating warehouses. Its principal office and all of its warehouses are in the City of Philadelphia in the said Eastern District of Pennsylvania.

3. United States of America is a necessary party defendant in a proceeding to enjoin, set aside and annul an order of the Interstate Commerce Commission under the provisions of the District Court Jurisdiction Act, approved October 22, 1913, (38 Stat. L., 219), U. S. Code, Title 28, Section 41, Sub Division 28, Sections 43 to 48. This suit is brought under the provisions of said act and also under the general equity jurisdiction of this Court.

4. The Interstate Commerce Commission is an administrative tribunal created by the Interstate Commerce Act, approved February 4, 1887, (24 Stat. L., 379), as amended, including amendments to said Act contained in the Transportation Act of 1920, approved February 28, 1920 (41 Stat. L., 456), under which said acts it assumed to proceed in rendering its said order on December 28, 1929, in the proceeding aforesaid.

[fol. 1169] 5. The Baltimore and Ohio Railroad Company, and the Reading Company, (hereinafter called "The Carriers") undertake to load and unload freight consigned from and to the City of Philadelphia at certain stations at Philadelphia. Included among these stations are the warehouses which are operated by your Petitioner. Several of these warehouses are owned by the said Carriers and operated by your Petitioner under contract, others are owned outright and operated by your Petitioner.

6. The aforesaid Carriers undertake to load and unload carload package freight at the terminal stations in the City of Philadelphia referred to in paragraph 5 and to perform certain other services incident to the transportation of carload package freight at said designated terminal

stations. Forty-eight hours free storage is allowed by the Carriers to consignees after the arrival of carload freight at any one of the designated stations and the Carriers are obliged as a part of their transportation duties under the Interstate Commerce Act to store and protect such carload freight during said period of free time.

7. The petitioner and the aforesaid Carriers have respectively entered into a series of agreements covering the operations above mentioned. Some of these are leases of the property owned by the Carriers, as well as contracts under which the Stations are operated. All of them provide that the petitioner shall perform certain services for the said Carriers, as follows:

(a) With respect to inbound freight, after the cars have been placed on the sidings of the Petitioner's warehouses, the Petitioner inspects and breaks the seals of the cars, [fol. 1170] and opens the doors, unloads the cars, tallies the contents thereof, makes note of any damaged contents and reports the damage, overage or shortage of contents to the said Carriers. Petitioner carries insurance upon the goods and stores them for the period of forty-eight hours after arrival. It sends out arrival notices to the owners of the merchandise, and on behalf of the Carriers makes collection of the freight charges. (b) With respect to outbound freight, the Petitioner receives the merchandise at its warehouse, tallies it, inspects it for damage, loads it in the car and then seals the car. It may be stated that such services in connection with outbound freight are rendered by this Petitioner only to the Baltimore and Ohio Railroad Company and not to the Reading Company.

8. In compensation for the services so rendered, and the facilities supplied and used, the Baltimore and Ohio Railroad Company pays to Petitioner fifty cents (50¢) per net ton of two thousand (2000) pounds of inbound and outbound shipments, received, handled and stored on behalf of said Carrier, while the Reading Company pays thirty cents (30¢) per net ton of two thousand (2000) pounds on inbound shipments received, handled and stored by it, with the exception that upon newsprint paper it pays fifteen — (15¢) per net ton for the same services.

9. As hereinabove averred, included in the services of loading, unloading and "handling" freight for the said Carriers under its contracts, the Petitioner renders as agent of the said Carriers a variety of terminal services incident to their transportation duties as common carriers, such as: removing and recording the seals from car doors [fol. 1171] and preserving the record thereof; examining the merchandise in the car and noting the damage and cause for same; prompt inspection of equipment; prompt loading and unloading to minimize the delay to the equipment; storing the shipment for forty-eight hours including its protection against fire and by insurance; taking up the bills of lading and cancelling the same; delivering the merchandise to the consignee and taking the receipt therefor; handling claims for damage and disposal of refused merchandise; executing bills of lading for outbound shipments; tallying the contends of the car and placing seals on same.

10. All of said services covered by the said contracts and rendered by the Petitioner are transportation services as defined by Section 1 of the Interstate Commerce Act, and as to all of them, the said Carriers are under legal obligation to perform them or cause them to be performed, and the payment and consideration provided in said contracts, are made for the performance by the petitioner of said transportation services as the duly designated agent of said Carriers. No payment of any kind, direct or indirect, is made by either of said Carriers to the Petitioner except the payments for the said transportation services.

11. The Petitioner has performed its obligations under said contracts with care and fidelity and to the satisfaction of the said Carriers and of the public. It has received as payment for its services under the said contracts upwards of $38,000, annually, of which approximately $28,000. is received from the Reading Company, and $10,000 from The Baltimore and Ohio Railroad.

[fol. 1172] 12. By complaint dated April 26, 1928, James Gallagher, Northeastern Warehouse Company, Walter A. Bailey and Terminal Warehouse Company, brought a complaint before the Interstate Commerce Commission, which

complaint was docketed by the Commission as Docket #20968. It avers that the complainants own and operate warehouses in Philadelphia in competition with The Merchants Warehouse Company, that both complainants and said Warehouse Company were shippers within the meaning of the Interstate Commerce Act and that the Pennsylvania Railroad, in the form of traffic allowances, was refunding to the said Warehouse part of the published rates and thereby was collecting from the said Warehouse a less compensation than it collected, and was collecting from the complainant for rendering like and contemporaneous services under substantially similar circumstances and conditions in violation of Sections 2 and 3 of the Interstate Commerce Act. At the same time Walter A. Bailey, and others complained of similar payments made to your Petitioner by the Baltimore and Ohio Railroad Company, and Rex and Company, Inc., and others complained of similar payments made to your Petitioner by the Reading Company. These last two complaints were docketed by the Interstate Commerce Commission as Docket No. 20968 Sub # 1, and 20968, Sub # 2, respectively.

13. Thereafter the Pennsylvania Railroad answered denying the charges of violation of the Interstate Commerce Act and the Baltimore and Ohio Railroad Company and the Reading Company did likewise in the complaints filed against them. Your petitioner petitioned the Interstate Commerce Commission for leave to intervene. The Mer- [fol. 1773] chants Warehouse Company, The Commercial Exchange of Philadelphia, The Grocers and Importers Exchange of Philadelphia, Philadelphia Board of Trade, Philadelphia Bourse, and the Association of Manufacturers' Representatives, Inc., also petitioned the Commission for leave to intervene in the case averring that the arrangements complained of had been in effect for many years, and had added greatly to economy, convenience and expedition in the handling of freight and that interference with the arrangement would be greatly prejudicial to the business interests of Philadelphia. Said petitions were granted by the Commission.

14. Thereafter the Commission consolidated the three cases above named and set them all for hearing before an

Examiner of the Commission on July 30, 1928. On the said date and subsequent dates, the complainants, the defendants, and the intervenors presented testimony before the said Examiner. A copy of the transcript of said testimony, the exhibits (including the contracts between the petitioner and the said Carriers, the complaint, the answer, the petitions of intervenors and the order of the Commission therein, will be offered in evidence at the hearing of this petition.

15. Thereafter, to wit, on December 28, 1929, the Division Three of the Commission (who, under the Interstate Commerce Act, as amended, are empowered to act in behalf of the Commission) acting by Commissioners Atchison and Porter, filed a report and order in the matter. One report and one order was made to cover all three complaints. A copy of said report and order is attached hereto and made a part hereof, marked respectively Exhibits "A" and "B".

[fol. 1174] 16. By the said order which was to become effective on February 10, 1930, (and by subsequent action was, upon the petition of your petitioner, postponed until February 25, 1930), the said Carriers are required to cease, desist and abstain from making the payments to your petitioner which it has contracted to make and are required to cancel their tariff provisions which make the warehouses of petitioner a part of the Carriers' station facilities at Philadelphia.

17. Thereafter your petitioner petitioned for a rehearing or reargument before the full Commission. Said petition was denied by the Commission on February 10, 1930. With the denial of the said petition, Petitioner's remedies before the Interstate Commerce Commission were exhausted.

18. Petitioner charges and avers:

(a) The Commission's order in the premises aforesaid is invalid and of no legal force or authority, and therefore the same should be declared to be null, void, and of no effect.

(b) As appears from the proceedings of the Commission, as set forth in its report, said order proceeds upon the

conclusion of the Commission that petitioner is to be deemed the consignor of shipments from and consignee of shipments to its warehouses. The said conclusion on the part of the Commission is not substantiated by any evidence produced before it, but is contrary to and inconsistent with all the evidence adduced in said proceedings and is inconsistent with recognized principles of law defining and creating relations of shipper, consignor and consignee with a common carrier. In fact and in law the petitioner is not in any legal sense within the meaning and intent of the [fol. 1175] Interstate Commerce Act or otherwise, a shipper, consignor, or consignee in respect to any of the property with regard to which it receives a payment from either one of said carriers.

(c) As appears from the said report, the order proceeds upon the conclusion that the facilities of petitioner's warehouses were only nominally opened to the general public as Railroad freight stations and were not, in fact, public stations in that they were confined to the handling of merchandise for the patrons of the Warehouses; whereas the evidence shows that some of the warehouses operated by the petitioner are the property of the carrier, are recognized public stations opened to the general public and that all of such warehouses are and have been for many years actually used by the public. The Commission proceeds upon the erroneous legal proposition that a warehouse by tariff publication open to all of the public and actually used by such portion of the public as are patrons of the warehouse, is not, in true contemplation of law, a public station.

(d) As appears from the report of the Commission said order proceeds upon the conclusion of the Commission that the services performed by the petitioner in connection with the loading and unloading of freight are, in fact, performed for the benefit of the owners of the merchandise rather than for the said Carriers. The undisputed evidence shows that the Carriers undertake by their tariff to load and unload the freight and the said service is therefore not "performed for the benefit of the owners of the merchandise" in any other sense than all transportation services benefit the owners of the merchandise. The said order proceeds upon the erroneous proposition of law that the

[fol. 1176] said Carriers cannot pay their agent for rendering a transportation service if that service is performed for the benefit of the owners of the freight.

(e) As appears from the report of the Commission said order proceeds upon the conclusion that the petitioner had been given dominion over the goods for transportation purposes and accordingly for transportation purposes it should be deemed the consignor of shipments from or the consignee of shipments to its warehouses. The undisputed evidence shows that as to inbound freight, petitioner is not "given dominion over" the goods by the owner thereof, but receives them from the said Carriers in order that petitioner may perform the transportation service for which they had obligated themselves. The order is based upon the erroneous proposition of law that petitioners may be "deemed" consignors or consignees of shipments as to which they are neither consignors nor consignees.

(f) As appears from the report of the Commission, said order proceeds upon the conclusion that the practice of the said Carriers in making payments to the petitioner for loading or unloading package freight while refusing to make similar payments to the complainants resulted in unjust discrimination between the petitioner and the complainants, in undue preference to the petitioner, and in undue prejudice to the complainants. If petitioner and complainants were within the contemplation of Sections 2 and 3 of the Interstate Commerce Act and if such discrimination, preference or prejudice were undue and unjust, the same could be removed as a matter of law by giving allowances to both the petitioner and the complainants. The order of the Commission does not permit such a method [fol. 1177] of removing the alleged unjust discrimination, undue preference and undue prejudice. The order is based upon the erroneous proposition of law that unjust discrimination, undue preference and undue prejudice, if they exist, cannot be removed by an order permitting the defendant to make to complainants payments similar to those made to petitioner.

(g) As appears from the report of the Commission, the said order proceeds upon the conclusion that the payments made to petitioner are nothing more than a device or at-

tempt to lend legality to the payment of rebates to the petitioner. A rebate is a deduction from the published rate which finds its way into the pocket of the consignor, consignee of owner of the freight. The undisputed evidence shows that petitioner is not the owner, consignor or consignee of the freight and that the consignor, consignee or owner of the freight in every instance pays the full published tariff rate, and receives no rebate or drawback therefrom. The order is based upon the erroneous proposition of law that a payment made by a railroad to its agent for the rendition of a transportation service is the payment of a rebate to a shipper.

(h) The order is beyond the jurisdiction and beyond the power of regulation conferred upon or vested in the Commission for the reason that the Interstate Commerce Act delegates no power to the Commission to interfere with the right of a carrier to employ exclusively a particular agent or agents to perform transportation service which the carrier is required to perform either under its tariff or by virtue of its common law or statutory duties and obligations.

(i) The said order is beyond the jurisdiction and beyond the power of regulation conferred upon or vested in the [fol. 1178] Commission for the reason that the Interstate Commerce Act delegates no power to the Commission to supervise, control or regulate the designation by carriers of terminal stations or of the internal management of said stations, or of the payment of compensation for the internal management of said stations.

19. The said order of the Commission unless set aside and annulled by this Court will operate to deprive the petitioner of the enjoyment of its rights under its said contracts with the said Carriers, and will, in fact, completely destroy said contracts and all property rights of the petitioner therein. By force of said order, the Carriers will be constrained by the Commission to nullify or break its said contracts with the petitioner or terminate them and your petitioner is informed and believes that the Carriers acting under the compulsion and duress of said order, will be required to nullify and set aside its contracts with petitioner.

Petitioner therefore avers for the reasons aforesaid that

the said order of the Commission is in violation of the Constitution of the United States and the amendments thereto, for the reason that it will deprive the petitioner of its property without due process of law.

20. The practice of unloading the carload freight at Petitioner's warehouses and other contract warehouses in the City of Philadelphia at the cost of the carriers has been in effect in Philadelphia for many years, in some cases, as long as forty years. During that time the trade has accustomed itself to that practice and merchants have made [fol. 1179] arrangement with their purchasers, sellers and principals, based on the continuance thereof. The prohibition of the continuance of that practice during the period when the legality of the Commission's order is under consideration by the Court would throw the entire trade into confusion and would cause irreparable damage to your petitioners as well as to the mercantile interests of Philadelphia generally.

21. If a temporary stay or suspension, or interlocutory injunction or restraining order, pending a final decree in this case is not granted, the Carriers will amend their tariffs on file with the Commission, so as no longer to undertake to unload carload package freight at the stations and warehouses operated by petitioner, and so as no longer to provide for the payment of compensation to petitioner and it will cease to pay to the petitioner the compensation provided for in the contracts above mentioned. Petitioner will thereupon be under the compulsion of making changes in the schedule of charges which it must collect from its customers and otherwise disturb and amend its established practices in conducting its warehouse business as aforesaid which changes in business methods will tend to disrupt the business of petitioner in a manner that cannot be compensated for in damages if and when the Courts shall decide upon a final hearing that the order of the Interstate Commerce Commission is invalid.

Therefore petitioner prays:

1. That upon the filing of this bill the Judge of this Court call to his assistance two other Judges, one of whom shall be a Circuit Judge in accordance with the Act of Con-

[fol. 1180] gress approved October 22, 1913, 38 Statutes 220 U. S. Code Title 28, Section 47.

2. That after no less than three days' notice to the Interstate Commerce Commission, and the Attorney General of the United States, there be ordered and granted by the Court a temporary stay or suspension of the operation of the order of the Commission entered December 28, 1929, in the matter of Walter A. Bailey and Terminal Warehouse Company vs. Baltimore and Ohio Railroad Company, Docket No. 20968 (Sub. No. 1); and in the matter of Rex and Company, Inc., et al., vs. Reading Company Docket No. 20968 (Sub. No. 2) for sixty days from the date of said order, as provided in Section 47 of Title 28 of the United States Code.

3. That upon not less than five days' notice, to the Interstate Commerce Commission, to the Attorney General of the United States, an interlocutory injunction be issued suspending or restraining the enforcement, operation or execution of the said order until the further order of this Court.

4. That upon final hearing, this Court adjudge, order and decree that said order of the Interstate Commerce Commission dated December 28, 1929, is null and void and without warrant in law and that the same be set aside and annulled and that the United States of America and the Interstate Commerce Commission, and each of them be perpetually restrained and enjoined from enforcing said order.

5. That your petitioner may have such other and further [fols. 1181-1196] relief as to equity may appertain and as may be deemed by this Honorable Court fit and proper.

Pennsylvania Warehousing and Safe Deposit Company, by John A. McCarthy, President. H. Edgar Barnes, Solicitor for Petitioner.

Duly sworn to by John A. McCarthy. Jurat omitted in printing.

[fol. 1197] IN UNITED STATES DISTRICT COURT

[Title omitted]

ORDER AS AMENDED, FIXING TIME FOR HEARING, ETC.—Filed Feb. 18, 1930

Whereas it appears that this is a proceeding for a final decree to set aside and annul an order of the Interstate Commerce Commission made in the matter of Walter A. Bailey and Terminal Warehouse Company against The Baltimore and Ohio Railroad Company, Interstate Commerce Commission Docket No. 20968 (Sub. No. 1); and in the matter of Rex and Company, Inc.; James Gallagher; Northeastern Warehouse Company, Walter A. Bailey, Terminal Warehouse Company; and Industrial Cold Storage and Warehouse Company against the Reading Company, Interstate Commerce Commission Docket No. 20968 (Sub. No. 2), entered on the 28th day of December, 1929, to become effective on the 10th day of February, 1930, which effective date, by a subsequent order of the said Commission, was postponed until the 25th day of February, 1930.

And whereas it appears that the petitioner herein asks for a temporary stay or suspension of the operation of the order of the said Commission.

And whereas it further appears that under the provisions of the United States Code, Title 28, Section 47, the [fol. 1198] hearing in this Court is directed to be before a Court consisting of three Judges, one of whom shall be a Circuit Judge.

Now, therefore, it is ordered this 17th day of February, 1930, by the District Court of the United States for the Eastern District of Pennsylvania, that the following Judges be called to my assistance to hear and determine the said application, to wit: United States Circuit Judge Victor B. Woolley and United States District Judge Oliver B. Dickinson.

It is further ordered that the application for a temporary stay be set for hearing before said Court on the 21st day of February, 1930, at 10 o'clock, at Philadelphia.

It is further ordered that immediate notice of the said hearing be given by the petitioner to the Interstate Commerce Commission and to the Attorney General of the

United States by telegraph and by registered mail or by personal delivery.

J. W. Thompson, United States District Judge.

[fol. 1199] In United States District Court

In Equity. No. 5789

[Title omitted]

Petition for Leave to Intervene—Filed Feb. 21, 1930

To the Honorable the Judges of said Court:

The petition of Walter A. Bailey, Terminal Warehouse Company, Rex and Company, Inc., James Gallagher, Northeastern Warehouse Company, and Industrial Cold Storage and Warehouse Company, shows unto this Court as follows:

Your petitioner Walter A. Bailey is an individual, trading and doing business under the name and style "Bailey Warehouses"; your petitioner James Gallagher is an individual, trading and doing business under the name and style "Gallagher's Warehouses"; and your petitioners Terminal Warehouse Company, Rex and Company, Inc., Northeastern Warehouse Company, and Industrial Cold Storage and Warehouse Company, are corporations duly organized and existing under the laws of the Commonwealth of Pennsylvania; each of your petitioners having its principal place of business in the City of Philadelphia, Pennsylvania. The above entitled proceeding grew out of the complaints, before the Interstate Commerce Commission, Docket No. 20968 (Sub. No. 1) in which your petitioners Walter A. Bailey and Terminal Warehouse Company were complainants, The Baltimore and Ohio Railroad Company was defendant, and The Pennsylvania Warehousing and Safe Deposit Company was intervener, and [fol. 1200] Docket No. 20968 (Sub. No. 2) in which your petitioners Rex and Company, Inc., James Gallagher, Northeastern Warehouse Company, Walter A. Bailey, Terminal Warehouse Company, and Industrial Cold Storage and Warehouse Company were complainants, the Reading Company was defendant, and The Pennsylvania Ware-

housing and Safe Deposit Company was intervener, and as a result of the hearing of the said complaints an order was passed by the Interstate Commerce Commission, a copy of which is attached to the petition of The Pennsylvania Warehousing and Safe Deposit Company in this proceeding; that this proceeding is brought by The Pennsylvania Warehousing and Safe Deposit Company to set aside the said order of the Interstate Commerce Commission; that your petitioners are deeply interested in and affected by the said order of the Interstate Commerce Commission; that it is necessary for the protection of the interests and rights of your petitioners that your petitioners be made parties to this proceeding.

Your petitioners desire to intervene in this proceeding as parties defendant for the purpose of being heard and protecting their rights.

Wherefore your petitioners pray that an order may be passed by this Honorable Court permitting your petitioners to intervene as parties defendant in the above-entitled proceeding.

Walter A. Bailey, by Walter A. Bailey, Terminal Warehouse Company, by Ernest V. D. Sullivan, [fol. 1201] Pres. Rex and Company, Inc., by Frank E. Klinger, Secretary. James Gallagher, by James Gallagher, Jr. Northeastern Warehouse Company, by Blair R. Miller, Supt. Industrial Cold Storage and Warehouse Company, by J. A. Mooney, Gen'l Mgr. John J. Hickey, Solicitor for the Petitioners. Theodore L. Reinel, Local Counsel.

[fol. 1202] In United States District Court

[Title omitted]

Before Woolley, C. J.; Thompson & Dickinson, D. J.

Order Granting Leave to Intervene—Filed Feb. 21, 1930

On the foregoing petition it is on this 2st day of February, 1930, by the District Court of the United States for the Eastern District of Pennsylvania, ordered:

That Walter A. Bailey, Terminal Warehouse Company, Rex and Company, Inc., James Gallagher, Northeastern Warehouse Company, and Industrial Cold Storage and Warehouse Company be permitted to intervene in the proceedings of the above-entitled case as parties defendant for the purpose of being heard and protecting their rights.

By the Court.

Attest:

Theodore L. Cobaugh, Deputy Clerk.

[fol. 1203] IN UNITED STATES DISTRICT COURT

[Title omitted]

ORDER ALLOWING A TEMPORARY STAY OF THE OPERATION OF THE ORDER OF THE INTERSTATE COMMERCE COMMISSION—Filed Feb. 21, 1930

Whereas, by Petition filed February 14th, 1930, the Petitioner, the Pennsylvania Warehousing and Safe Deposit Company, prays the District Court to call to its assistance two other Judges, one of whom shall be a Circuit Judge, in accordance with Title 28, Section 47 of the United States Code, and prays that this Court set aside and annul an Order of the Interstate Commerce Commission entered in the matters of Walter A. Bailey and Terminal Warehouse Company against the Baltimore and Ohio Railroad Company, I. C. C. Docket No. 20968 (Sub. No. 1), and Rex and Company, Inc.; James Gallagher; Northeastern Warehouse Company; Walter A. Bailey, Terminal Warehouse Company, and Industrial Cold Storage and Warehouse Company against the Reading Company, I. C. C. Docket No. 20968, (Sub. No. 2), and also praying for a temporary stay or suspension of the operation of the said order.

And whereas, it appears that the said order of the Interstate Commerce Commission is to become effective Feb-
[fol. 1204] ruary 25th, 1930.

And whereas, on February 17th, 1930, the Honorable J. Whitaker Thompson entered an order calling to his assistance United States Circuit Judge, Victor B. Woolley, and United States District Judge, Oliver B. Dickinson, to hear and determine the said application and setting the application for a temporary stay for hearing before the said special Court on February 21st, 1930,

And whereas, it appears that notice of the said hearing was given by the Petitioner to the Interstate Commerce Commission, and to the Attorney General of the United States by Registered Mail, on February 17th, 1930.

And whereas, a hearing was held upon the said application for a temporary stay in the Court Rooms of the United States Circuit Court of Appeals at Philadelphia, on February 21st, 1930, before the said Special Court, at which hearing witnesses in behalf of the Petitioner were examined under oath,

Now, therefore, this Court finds, based upon the evidence submitted to the Judges comprising the said Special Court at the said hearing on February 21st, 1930, that irreparable damage would ensue to the Petitioner, the Pennsylvania Warehousing and Safe Deposit Company, unless the operation of the said order is stayed or suspended in whole during the pendency of this Petition before this Court.

And, it is, therefore, ordered, adjudged and decreed that the said order of the Interstate Commerce Commission in the matter of Walter A. Bailey and Terminal Warehouse Company against The Baltimore and Ohio Railroad Company, I. C. C. Docket No. 20968, (Sub. No. 1) and in the matter of Rex and Company, Inc.; James Gallagher, Northeastern Warehouse Company, Walter A. Bailey, Terminal Warehouse Company, and Industrial Cold Storage and Warehouse Company against the Reading Company, I. C. [fol. 1205] C. Docket No. 20968, (Sub. No. 2), be stayed and suspended in whole for a period of sixty days from the date hereof.

It is further ordered, adjudged and decreed that the said Petition be set for final hearing before this Special Court at Philadelphia in the Court Rooms of the Circuit Court of Appeals for the third circuit, on the 26th day of March next, at 10 o'clock A. M.

Victor B. Woolley, Circuit Judge. J. W. Thompson, District Judge. O. B. Dickinson, District Judge.

February 21st, 1930.

Service Accepted this Feb. 21, 1930, by Elmer B. Collins for the United States of America; by J. Stanley Payne, for Interstate Commerce Commission.

[fol. 1206] IN UNITED STATES DISTRICT COURT

[Title omitted]

ANSWER OF INTERVENERS—Filed Feb. 25, 1930

Rex and Company, Inc., James Gallagher, Northeastern Warehouse Company, Industrial Cold Storage and Warehousing Company, Walter A. Bailey and Terminal Warehouse Company, interveners, for answer to the petition filed herein by The Pennsylvania Warehousing and Safe Deposit Compay, petitioner, say:

1. Answering paragraphs 1, 2, 3 and 4 of the petition, said interveners admit, for the purpose of this suit, that the allegations in those four paragraphs are true, except that said interveners deny that this suit was instituted or may be maintained under the general equity jurisdiction of the District Court of the United States for the Eastern District of Pennsylvania.

2. Answering paragraphs 5, 6, 7, 8, 9, 10 and 11 of the petition, said interveners deny the truth of each and all of the allegations made in those seven paragraphs.

3. Answering paragraphs 12 and 13 of the petition, said interveners admit that the allegations made in those two paragraphs are true.

4. Answering paragraph 14 of the petition, said interveners admit that the allegations in that paragraph are true with the exception that said interveners do not, and cannot admit that the petitioner will offer certain evidence at the hearing of the petition.

5. Answering paragraphs 15, 16 and 17 of the petition, said interveners admit the truth of the allegations in those three paragraphs.

[fol. 1207] 6. Answering paragraphs 18, 19, 20 and 21 of the petition, said interveners deny the truth of the allegations in those four paragraphs.

7. Further in answer to paragraphs 7, 8, 18 (b), 19 and 21 of the petition, it appears that the petitioner does not assert the rights of a shipper, rate payer or carrier that can be directly affected by the measure of freight rates or

an order of the Interstate Commerce Commission directed to any matter arising under sections 2 or 3 of the Interstate Commerce Act. The petitioner seeks an adjudication of certain contracts and of a question relating to compensation for services alleged to have been performed by the petitioner for the Reading Company and the Baltimore and Ohio Railroad Company. This court, constituted by virtue of the Act of Congress, approved October 22, 1913, 38 Stat. 220, is without authority to pass on such questions as to contracts and compensation.

8. Further answering the petition, said interveners deny any and all allegations therein, other than those expressly admitted above.

9. Further answering the petition, said interveners say that the Interstate Commerce Commission is fully empowered to make the order challenged in the petition; that said order is valid and is supported by substantial evidence, and that the petitioner has not shown that said order is invalid or is without substantial support of evidence.

Wherefore, having fully answered the petition, said interveners pray that the prayer of petitioner be denied and that the petition be dismissed at the cost of the petitioner.

Rex and Company, Inc., Northeastern Warehouse Company, James Gallagher, Walter A. Bailey, Industrial Cold Storage and Warehouse Co., Terminal Warehouse Company, Interveners. (S.) John J. Hickey, Solicitor for the Interveners, 800 Southern Building, Washington, D. C. Theodore L. Reimel, Local Counsel.

[fol. 1208] IN UNITED STATES DISTRICT COURT

[Title omitted]

ANSWER OF INTERSTATE COMMERCE COMMISSION—Filed Mar. 6, 1930

The Interstate Commerce Commission, respondent in the above-entitled suit, hereinafter called the Commission,

now and at all times hereafter saving and reserving to itself all and all manner of benefit and advantage of exception to the many errors and insufficiencies in the petitioner's petition contained, for answer thereunto, or unto so much or such parts thereof as it is advised that it is material for it to answer, answers and says:

I

Answering paragraphs 1, 2, 3, and 4 of the petition, the Commission admits, for the purposes of this suit, that the allegations therein contained are true, except that the Commission denies the suit was commenced or may be maintained under the general equity jurisdiction of the District Court.

[fol. 1209] II

Answering paragraphs 5 to 21, both inclusive, of the petition, the Commission admits, for the purposes of this suit, that the allegations contained in paragraphs 12, 13, 14, 15, 16, and 17 are true, and admits and alleges that it made the report and order dated December 28, 1929, in a proceeding then pending before it entitled James Gallagher, et al. v. Pennsylvania Railroad Company, Docket No. 20968, which proceeding also embraced No. 20968, Sub. No. 1, Walter A. Bailey, et al. v. Baltimore & Ohio Railroad Company, and No. 20968, Sub. No. 2, Rex & Company, Inc., et al. v. Reading Company, a copy of which report and order is attached to and made a part of the petition; that the Commission refers the court to the text of said report and order for full, complete, and accurate information concerning the contents of said report and order and for a description of the proceedings before the Commission upon which the report and order were and are based.

The Commission further alleges that at the hearings referred to in paragraph 14 of the petition, in connection with the subject matters covered by said report and order, the Commission accorded to all interested parties, including petitioner herein, a full and fair opportunity to be heard; that at said hearings a large volume of testimony and other evidence bearing upon said matters was sub-

mitted to the Commission for consideration on behalf of said parties, including the petitioner herein, by their respective counsel; that at said hearings and subsequently, both orally and in briefs filed in said proceedings, questions relating to said matters were fully argued and submitted to the Commission for determination on behalf of said parties by their respective counsel, whereupon the Commission determined said matters and made and entered said report and order, which included the Commission's [fol. 1210] findings of fact, decision, conclusions, orders, and requirements in the premises, and that, upon the evidence aforesaid, and as shown in and by said report, the Commission made the findings and stated the conclusions upon which said order is based.

The Commission further alleges that the findings and conclusions in said report of December 28, 1929, were and are, and that each of them was and is fully supported and justified by the evidence submitted to the Commission in said proceedings as aforesaid.

The Commission further alleges that in making said report of December 28, 1929, it considered and weighed carefully in the light of its own knowledge and experience, each fact, circumstance, and condition called to its attention on behalf of the parties in said proceeding by their counsel, including matters covered by the allegations of the petition herein.

The Commission further alleges that said order of December 28, 1929, was not made or entered either arbitrarily, or unjustly, or contrary to the relevant evidence, or without evidence to support it; that in making said order the Commission did not exceed the authority which had been duly conferred upon it and the Commission denies each of and all the allegations to the contrary contained in the petition.

III

Further answering paragraphs 18, 19, 20, and 21 of the petition, the Commission denies that said order of December 28, 1929, is either unlawful or void, for the reasons, or for any of the reasons, set forth in said paragraphs. The Commission particularly denies that the petitioner will suffer either irreparable damage or irreparable

injury as alleged in paragraphs 19, 20, and 21 of the peti-
[fol. 1211] tion unless said order of December 28, 1929, is enjoined and set aside by the court.

Except as herein expressly admitted, the Commission denies the truth of each of and all the allegations contained in the petition in so far as they conflict with the allegations herein, or with either the statements or conclusions of fact included in said report and order of December 28, 1929, which report and order are hereby referred to and made a part hereof.

All of which matters and things the Commission is ready to aver, maintain, and prove as this Honorable Court shall direct, and hereby prays that said petition be dismissed.

Interstate Commerce Commission, by J. Stanley Payne, Assistant Chief Counsel. Daniel W. Knowlton, Chief Counsel, of Counsel.

Duly sworn to by Claude R. Porter. Jurat omitted in printing.

[fol. 1212] IN UNITED STATES DISTRICT COURT

In Equity. No. 5789

[Title omitted]

PETITION OF COMMERCIAL EXCHANGE OF PHILADELPHIA, GROCERS' AND IMPORTERS' EXCHANGE OF PHILADELPHIA, PHILADELPHIA BOARD OF TRADE, PHILADELPHIA BOURSE, AND THE ASSOCIATION OF MANUFACTURERS' REPRESENTATIVES, INCORPORATED, FOR LEAVE TO INTERVENE AND ORDER PERMITTING INTERVENTION—Filed Mar. 8, 1930

Now come the Commercial Exchange of Philadelphia, Grocers' and Importers' Exchange of Philadelphia, Philadelphia Board of Trade, Philadelphia Bourse, and the Association of Manufacturers' Representatives, Incorporated, and respectfully petitions the Court for leave to intervene in the above case in accordance with Section 212 of the Act approved October 22, 1913, 39 Stat. 219 U. S. Code, Title 28, Section 45a, and as reason therefore aver:

Petitioners were parties in interest to the proceeding before the Commission, to wit: Walter A. Bailey, et al. vs.

Baltimore and Ohio Railroad Company, I. C. C. Docket #20968, sub #1, and Rex and Company, Inc. et al. vs. Reading Company, I. C. C. Docket #20968, sub #2, having been permitted to intervene by the Commission. They presented evidence before the Commission, appear-d by counsel, filed briefs, and participated in the oral argument before the Commission. They are Corporations and Asso-
[fols. 1213 & 1214] ciations who are interested in the controversy or question before the Interstate Commerce Commission.

Commercial Exchange of Philadelphia, Grocers' and Importers' Exchange of Philadelphia, Philadelphia Board of Trade, Philadelphia Bourse, Association of Manufacturers' Representatives, Incorporated, by Allen S. Olmsted, 2nd, Attorney.

Before Woolley, C. J., and Thompson and Dickinson, D. J.

Order

And now, to wit, this 21st day of February, upon motion of Allen S. Olmsted, 2nd, Esquire, the said Commercial Exchange of Philadelphia, Grocers' and Importers' Exchange of Philadelphia, Philadelphia Board of Trade, Philadelphia Bourse, and Association of Manufacturers' Representatives, Incorporated, are permitted to intervene in the above case with right to appear by counsel and present testimony.

By order of the Court.

Attest:

(S.) George Brodbeck, Clerk.

[fol. 1215] In United States District Court

In Equity. No. 5789

[Title omitted]

Answer of the United States of America—Filed Mar. 15, 1930

United States, one of the respondents in the above entitled case, for answer to the petition heretofore filed therein against it says:

I

United States admits, for the purposes of this suit, the matters and conclusions alleged in paragraphs 1, 2, 3 and 4, of the petition, except this: It denies that the suit is brought or can be maintained under the general equity jurisdiction of this Court.

II

Answering the allegations contained in paragraphs 7, 8, 9 and 10 of the petition, United States admits that petitioner and the carriers therein named have entered into the agreements therein mentioned, but particularly denies that petitioner performs the alleged "services" described in those paragraphs for those carriers, as their agent or [fol. 1216] otherwise, and alleges that such services are performed by petitioner in the conduct and as part of its own private merchandise warehouse business. United States further admits that petitioner receives the amounts mentioned in said paragraph 8 from the carriers therein named; but denies that said amounts are compensation for services rendered by petitioner to those carriers, and further denies that the alleged "services" are those for which those carriers may lawfully make payment of those, or any other amounts to petitioner, or for which petitioner may lawfully receive from said carriers payment of those or any other amounts. Except as so admitted, United States denies each and every allegation of said paragraphs.

III

Answering paragraph 11 of the petition, United States admits that petitioner has received large sums of money annually from said carriers purporting to be payments for services rendered by petitioner to said carriers, but denies that petitioner performed said services for said carriers; and alleges that said services are not those for which said sums, or any other sum, may lawfully be paid by those carriers to, or lawfully received by petitioner from them.

IV

United States admits for the purposes of this suit the allegations of paragraphs 12 to 17, both inclusive, of the petition.

V

Answering paragraphs 18 to 21, both inclusive, of the petition, United States denies that the order of the Interstate Commerce Commission is invalid, of no legal force, null, void or in violation of the Constitution of the United [fol. 1217]. States for the reasons set forth and alleged in said paragraphs, or for any other reason; and denies particularly that petitioner will suffer irreparable damage or other legal injury if said order is not temporarily stayed, suspended or restrained.

VI

Further and affirmatively answering the allegations of the petition, United States alleges that said Commission was fully empowered by the Interstate Commerce Act to make said order; that said order is valid, and is fully supported by substantial evidence duly submitted by the parties to the proceeding then pending before the Commission, and in which said order was entered; and United States denies each and every allegation to the contrary contained in the petition.

VII

Except as herein expressly admitted, United States denies the truth of each and every allegation contained in the petition.

Wherefore, having fully answered, United States prays that the relief sought be denied and the petition dismissed with costs to petitioner, and for the benefit of such other orders or decrees as the Court may deem just and proper in the premises.

(S.) Elmer B. Collins, Special Assistant to the Attorney General. (S.) John Lord O'Brian, Assistant to the Attorney General. (S.) Calvin S. Boyer, United States Attorney.

[fol. 1218] *Duly sworn to by Elmer B. Collins. Jurat omitted in printing.*

[fol. 1219] IN UNITED STATES DISTRICT COURT

No. 5789

[Title omitted]

ORDER SUBSTITUTING TRIAL JUDGE

And now, to wit: March 26th, 1930, it is ordered that the Order of February 17th, 1930, in the above matter, be amended by substituting the name of Honorable Joseph Buffington in place and stead of Honorable Victor B. Woolley as therein contained.

By the Court:

(S.) J. W. Thompson, J.

[fol. 1220] IN UNITED STATES DISTRICT COURT

In Equity. No. 5789

[Title omitted]

ORDER CONTINUING THE TEMPORARY STAY OF THE ORDER OF THE INTERSTATE COMMERCE COMMISSION—Filed Apr. 15, 1930

Whereas, by Petition filed February 14th, 1930, the Petitioner, the Pennsylvania Warehousing and Safe Deposit Company, prayed this Court to set aside and annul an Order of the Interstate Commerce Commission entered in the matter of Walter A. Bailey and Terminal Warehouse Company against The Baltimore and Ohio Railroad Company, I. C. C. Docket No. 20968 (Sub. No. 1), and in the matter of Rex and Company, Inc. et al. against the Reading Company, I. C. C. Docket No. 20968 (Sub. No. 2), and also praying for a temporary stay or suspension of the operation of the said Order.

And whereas, this Court on February 21st, 1930, entered an Order staying and suspending the Order of the Interstate Commerce Commission for a period of sixty days from that date.

And whereas, a final hearing before this Court was held at Philadelphia, on March 26th, 1930.

And whereas, it appears that irreparable damage would ensue to the Petitioner, the Pennsylvania Warehousing and Safe Deposit Company, if the said Order of the Interstate Commerce Commission went into effect during the pendency of this litigation.

[fol. 1221] Now, therefore, this Court finds, based upon the evidence submitted to it that irreparable damage would ensue to the Petitioner, the Pennsylvania Warehousing and Safe Deposit Company, unless the operation of the said order is stayed or suspended during the pendency of this litigation.

It is therefore ordered, adjudged and decreed that the said Order of the Interstate Commerce Commission in the matters of Walter A. Bailey and Terminal Warehouse Company against The Baltimore and Ohio Railroad Company, I. C. C. Docket No. 20968 (Sub. No. 1), and Rex and Company, Inc. et al. against the Reading Company, I. C. C. Docket No. 20968 (Sub. No. 2) be and hereby is stayed and suspended until the further order of this Court.

Joseph Buffington, Circuit Judge. J. W. Thompson, District Judge. O. B. Dickinson, District Judge.

[fol. 1222] Opinion of the Court—Filed Oct. 8, 1930

Note.—This is the identical Opinion contained in record of Merchants Warehouse Company et al. v. United States, et al., and is here incorporated by reference thereto. (See Page 63 of this consolidated record.)

[fol. 1223] Court's Findings of Fact and Conclusions of Law—Filed Nov. 5, 1930

Note.—This is the identical Document contained in record of Merchants Warehouse Company et al. v. United States, et al., and is here incorporated by reference thereto (See Page 100 of this consolidated record).

[fol. 1224] Exceptions to Findings of Fact and Conclusions of Law—Filed Nov. 19, 1930

Note.—This is the identical document contained in record of Merchants Warehouse Company et al. v. United States,

et al., and is here incorporated by reference thereto (See page 107 of this consolidated record).

[fol. 1225] OPINION OF THE COURT SUR PETITION FOR ORDER OF SUPERSEDEAS—Filed Nov. 19, 1930

NOTE.—This is the identical Opinion contained in record of Merchants Warehouse Company et al. v. United States, et al., and is here incorporated by reference thereto. (See Page 149 of this consolidated record.)

[fol. 1226] FINAL DECREE—Filed Nov. 19, 1930

NOTE.—This is the identical Decree contained in record of Merchants Warehouse Company, et al. v. United States, et al., and is here incorporated by reference thereto. (See Page 154 of this consolidated record.)

[fol. 1227] IN UNITED STATES DISTRICT COURT

In Equity. No. 5789

[Title omitted]

PETITION FOR APPEAL, ASSIGNMENT OF ERRORS, AND PRAYER FOR REVERSAL—Filed Nov. 19, 1930

Petition for Appeal

Considering itself aggrieved by the decision of the United States District Court for the Eastern District of Pennsylvania, the Plaintiff therein, the Pennsylvania Warehousing and Safe Deposit Company, hereby prays that an appeal be allowed to the Supreme Court of the United States herein, and for an order fixing the amount of the bond thereon.

Assignments of Error

And the said Pennsylvania Warehousing and Safe Deposit Company assigns the following errors in the record and proceedings in the said case:

1. The District Court erred in dismissing the bill.

2. The District Court erred in refusing to enjoin the order of the Interstate Commerce Commission entered in the case of Walter A. Bailey and Terminal Warehouse Company vs. Baltimore and Ohio Railroad Company, and in the case of Rex and Company, Inc. et al. vs. Reading Company.

[fol. 1228] 3. The District Court erred in its Finding of Fact Number 1 and in overruling the Plaintiff's exception to that finding. The Finding of Fact and the Exception are as follows:

The Court erred in Finding of Fact Number 1, The said Finding is as follows:

. . . . . .

4. The District Court erred in its Finding of Fact Number 4 and in overruling the plaintiff's exception to that finding. The Finding of Fact and the Exception are as follows:

The Court erred in Finding of Fact Number 4, The said Finding of Fact is as follows:

. . . . . .

5. The District Court erred in its Finding of Fact Number 8 and in overruling the plaintiff's exception to that [fol. 1229] Finding. The Finding of Fact and the Exception are as follows:

The Court erred in Finding of Fact Number 8. The said Finding of Fact is as follows:

. . . . . .

6. The District Court erred in its Finding of Fact Number 9 and in overruling the plaintiff's exception to that finding. The Finding of Fact and the Exception are as follows:

The Court erred in Finding of Fact Number 9. The said Finding of Fact is as follows:

. . . . . .

7. The District Court erred in its Finding of Fact Number 10 and in overruling the plaintiff's exception to that finding. The Finding of Fact and the Exception are as follows:

The Court erred in Finding of Fact Number 10. The said Finding of Fact is as follows:

. . . . . .

[fol. 1230] 8. The District Court erred in its Finding of Fact Number 13 and in overruling the plaintiff's exception to that finding. The Finding of Fact and the Exception are as follows:

The Court erred in Finding of Fact Number 13. The said Finding of Fact is as follows:

. . . . . .

9. The District Court erred in its Finding of Fact Number 14, and in overruling the plaintiff's exception to that finding. The Finding of Fact and the Exception are as follows:

. . . . . .

10. The District Court erred in its Finding of Fact number 15, and in overruling the plaintiff's exception to that finding. The Finding of Fact and the Exceptions are as follows:

The Court erred in Finding of Fact Number 15. The said Finding of Fact is as follows:

. . . . . .

11. The District Court erred in its Finding of Fact Number 16, and in overruling the plaintiff's exception to that finding. The Finding of Fact and the Exceptions are as follows:

. . . . . .

[fol. 1231] 12. The District Court erred in its Finding of Fact Number 17, and in overruling the plaintiff's exception to that finding. The Finding of Fact and the Exception are as follows:

The Court erred in Finding of Fact Number 17. The said Finding of Fact is as follows:

. . . . . .

13. The District Court erred in its Finding of Fact Number 18, and in overruling the plaintiff's exception to that finding. The Finding of Fact and the Exception are as follows:

The Court erred in Finding of Fact Number 18. The said Finding of Fact is as follows:

. . . . . .

14. The District Court erred in its Finding of Fact Number 19, and in overruling the plaintiff's exception to that finding. The Finding of Fact and the Exception are as follows:

The Court erred in finding of Fact Number 19. The said Finding of Fact is as follows:

. . . . . .

15. The District Court erred in its Finding of Fact Number 20, and in overruling the plaintiff's exception to that finding. The Findings of Fact and the Exception are as follows:

[fol. 1232] The Court erred in Finding of Fact Number 20. The said Finding of Fact is as follows:

. . . . . .

16. The District Court erred in its Finding of Fact Number 21 and in overruling the plaintiff's exception to that Finding. The Finding of Fact and the Exception are as follows:

The Court erred in Finding of Fact Number 21. The said Finding of Fact is as follows:

. . . . . .

17. The District Court erred in its Finding of Fact Number 26, and in overruling the plaintiff's exception to that Finding. The Finding of Fact and the Exception are as follows:

The Court erred in Finding of Fact Number 26. The said Finding of Fact is as follows:

. . . . . .

18. The District Court erred in its Finding of Fact Number 27, and in overruling the plaintiff's exception to that Finding. The Finding of Fact and the Exception are as follows:

. . . . . .

[fol. 1233] The Court erred in Finding of Fact Number 27. The said Finding of Fact is as follows:

. . . . . .

19. The District Court erred in its Conclusion of Law Number 1, and in overruling the plaintiff's exception to that Conclusion. The Conclusion of Law and the Exception are as follows:

The Court erred in Conclusion of Law Number 1. The said Conclusion of Law is as follows:

. . . . . .

20. The District Court erred in its Conclusion of Law Number 2, and in overruling the plaintiff's exception to the Conclusion. The Conclusion of Law and the Exception are as follows:

The Court erred in Conclusion of Law Number 2. The said Conclusion of Law is as follows:

. . . . . .

21. The District Court erred in its Conclusion of Law Number 3, and in overruling the plaintiff's exception to the Conclusion. The Conclusion of Law and the Exception are as follows:

. . . . . .

22. The District Court erred in its Conclusion of Law Number 4, and in overruling the plaintiff's exception to the [fols. 1234 & 1235] Conclusion. The Conclusion of Law and the Exception are as follows:

The Court erred in Conclusion of Law Number 4. The said Conclusion of Law is as follows:

* * * * * * *

23. The District Court erred in its Conclusion of Law Number 5 and in overruling the plaintiff's exception to that Conclusion. The Conclusion of Law and the Exception are as follows:

The Court erred in Conclusion of Law Number 5. The said Conclusion of Law is as follows:

* * * * * * *

Prayer for Reversal

For which errors the Plaintiff, the Pennsylvania Warehousing and Safe Deposit Company, prays that the said decree of the United States District Court for the Eastern District of Pennsylvania, dated November 19th, 1930, in the above entitled case, be reversed and a decree rendered in favor of the said Plaintiff enjoining the said order of the Interstate Commerce Commission as therein prayed and for costs.

H. Edgar Barnes, H. Edgar Barnes, Attorney for Pennsylvania Warehousing & Safe Deposit Company.

[fol. 1236] Citation, in usual form, showing service on Elmer B. Collins et al., omitted in printing.

[fol. 1237] Service accepted this 19th day of November, 1930.

Elmer B. Collins, Esq., Counsel for Respondent United States of America. J. Stanley Payne, Counsel for Respondent Interstate Commerce Commission. John J. Hickey, Counsel for Intervening Respondents.

[fol. 1238] IN UNITED STATES DISTRICT COURT

In Equity. No. 5789

[Title omitted]

PETITION OF THE COMMERCIAL EXCHANGE OF PHILADELPHIA, PHILADELPHIA BOARD OF TRADE, THE PHILADELPHIA BOURSE, THE GROCERS & IMPORTERS EXCHANGE AND ASSOCIATION OF MANUFACTURERS' REPRESENTATIVES, INC. INTERVENERS IN BEHALF OF THE PLAINTIFF, FOR APPEAL, ASSIGNMENT OF ERRORS AND PRAYER FOR REVERSAL—Filed Dec. 24, 1930.

Petition for Appeal

Considering themselves aggrieved by the decision of the United States District Court for the Eastern District of Pennsylvania, the Intervenors therein in behalf of the Plaintiffs, the Commercial Exchange of Philadelphia, Philadelphia Board of Trade, The Philadelphia Bourse, The Grocers & Importers Exchange and Association of Manufacturers' Representatives, Inc., hereby pray that an appeal be allowed to the Supreme Court of the United States herein.

[fols. 1239 & 1240] Assignment of Errors

The said Intervenors in behalf of the Plaintiff The Commercial Exchange of Philadelphia, Philadelphia Board of Trade, The Philadelphia Bourse, The Grocers & Importers Exchange and Association of Manufacturers' Representatives, Inc., adopt as their own the Assignment of Errors heretofore filed by the Plaintiff.

Prayer for Reversal

For the said errors, the Intervenors in behalf of the Plaintiff, The Commercial Exchange of Philadelphia, Philadelphia Board of Trade, The Philadelphia Bourse, The Grocers & Importers Exchange and Association of Manufacturers' Representatives, Inc., pray that the said decree of the United States District Court for the Eastern District of Pennsylvania, dated November 19th, 1930, in the above entitled cause, be reversed and a decree rendered in favor

of the said Plaintiffs, enjoining the said order of the Interstate Commerce Commission as therein prayed.

Allen S. Olmsted, 2nd., Attorney for Petitioner.

We hereby assent to the joining of above named as parties appellant without the filing of an additional bond.

Elmer B. Collins, for the Attorney General of the United States. John J. Hickey, for Intervenors in behalf of the Plaintiffs. J. Stanley Payne, for Interstate Commerce Commission.

[fols. 1241-1243] Citation, in usual form, showing service on Elmer B. Collins et al., filed December 26, 1930, omitted in printing.

[fol. 1244] In United States District Court

In Equity. No. 5789

[Title omitted]

Order Allowing Appeal—Filed Dec. 24, 1930

The plaintiff in the above entitled suit having prayed for the allowance of an appeal in this cause to the Supreme Court of the United States from a decree made and entered by this Court on the 19th day of November, 1930, and from each and every part thereof, and having presented and filed its petition for appeal, assignment of errors, and prayer for reversal, pursuant to the statutes and the rules of the Supreme Court of the United States in such case made and provided, and the said appeal having been allowed upon the filing of a bond in the sum of $2000 as security for costs, and the said bond having been filed by the said Plaintiff and The Commercial Exchange of Philadelphia, Philadelphia Board of Trade, The Philadelphia Bourse, The Grocers & Importers Exchange and Association of Manufacturers' Representatives, Inc. Intervenors in [fols. 1245 & 1246] behalf of the Plaintiff, having likewise prayed for the allowance of an appeal in this cause to the Supreme Court of the United States from a decree made

and entered by this Court on the 19th day of November, 1930, and from each and every part thereof, having presented and filed their petition for appeal, assignment of errors and prayer for reversal, pursuant to the statutes and the rules of the Supreme Court of the United States in such case made and provided;

It is Now Here Ordered that an appeal to the Supreme Court of the United States from the United States District Court for the Eastern District of Pennsylvania, in this cause, be and the same is hereby allowed to the said The Commercial Exchange of Philadelphia, Philadelphia Board of Trade, The Philadelphia Bourse, The Grocers & Importers Exchange and Association of Manufacturers' Representatives, Inc., Intervenors in behalf of the Plaintiff, and the said Intervenors in behalf of the Plaintiff are hereby joined as parties appellant to the said appeal heretofore allowed to the Plaintiff.

Joseph Buffington, C. J. J. W. Thompson, D. J.
O. B. Dickinson, P. J.

December 23, 1930.

[fols. 1247 & 1248] Bond on appeal for $2,000, approved and filed November 19, 1930, omitted in printing.

[fol. 1249] IN UNITED STATES DISTRICT COURT

In Equity. No. 5789

[Title omitted]

COPY OF NOTICE TO ATTORNEY GENERAL OF PENNA.—Filed Jan. 7, 1931

To the Attorney General of Pennsylvania:

Please take notice that The Pennsylvania Warehousing and Safe Deposit Company has taken an appeal to the Supreme Court of the United States from the decree of the District Court for the Eastern District of Pennsylvania in the above entitled cause, dismissing the prayer of the

Petitioner. Said prayer was to enjoin the order of the Interstate Commerce Commission in a certain proceeding entitled Walter A. Bailey, et al vs. Baltimore and Ohio Railroad Company, I. C. C. Docket No. 20968-Sub. No. 1., and Rex and Company, Inc. et al. vs. The Reading Company, I. C. C. Docket No. 20968-Sub. No. 2.

Very truly yours, H. Edgar Barnes, Attorney for Appellants.

STATE OF PENNSYLVANIA,
County of Philadelphia, ss:

H. Edgar Barnes being duly sworn deposes and says that he served the notice, of which the above is a copy upon the Attorney General of the State of Pennsylvania, by sending the same by United States mail addressed to the Attorney General of Pennsylvania, Harrisburg, Pennsylvania.

H. Edgar Barnes.

Sworn to and subscribed before me this 6th day of January, A. D. 1931. I am not a director or officer in the above corporation. Katharine G. Herzberg, Notary Public. My Commission expires February 21st, 1931.

[fol. 1250] IN UNITED STATES DISTRICT COURT

In Equity. No. 5789

[Title omitted]

ORDER ALLOWING APPEAL—Filed Nov. 19, 1930

The Plaintiff in the above entitled suit, having prayed for the allowance of an appeal in this cause to the Supreme Court of the United States from the decree made and entered by this Court on the 19th day of November, 1930, and from each and every part thereof, and having presented and filed its Petition for appeal, assignment of errors, and prayer for reversal, pursuant to the Statutes and the rules

of the Supreme Court of the United States in such case made and provided;

It is Now Here Ordered that an appeal be, and the same is hereby allowed to the Supreme Court of the United States from the United States District Court for the Eastern District of Pennsylvania in this cause, as provided by law, and it is further ordered that the clerk of the Court shall prepare and certify a transcript of the record, proceedings and decree in this cause and transmit the same to the Supreme Court of the United States so that he shall have the same in said Court within thirty days of this date.

It is Further Ordered that the said Order of the Inter-
[fol. 1251] state Commerce Commission in the matters of Walter A. Bailey and Terminal Warehouse Company vs. Baltimore and Ohio Railroad Company, and Rex and Company, Inc. et al. vs. Reading Company, be and it hereby is stayed and suspended pending the determination of this appeal by the Supreme Court of the United States.

And it is Further Ordered that security for costs on appeal be fixed in the sum of $2,000.00.

Joseph Buffington. J. W. Thompson, D. J. O. B. Dickinson.

[fol. 1252] IN UNITED STATES DISTRICT COURT

In Equity. No. 5789

[Title omitted]

PETITION FOR CROSS-APPEAL BY UNITED STATES OF AMERICA, INTERSTATE COMMERCE COMMISSION, WALTER A. BAILEY, TERMINAL WAREHOUSE COMPANY, REX & COMPANY, INCORPORATED, JAMES GALLAGHER, NORTHEASTERN WAREHOUSE COMPANY AND INDUSTRIAL COLD STORAGE & WAREHOUSE COMPANY—Filed Jan. 7, 1931

United States of America and Interstate Commerce Commission, respondents, and Walter A. Bailey, Terminal Warehouse Company, Rex & Company, Incorporated, James Gallagher, Northeastern Warehouse Company and Industrial Cold Storage & Warehouse Company, intervening respondents, feeling themselves aggrieved by the fol-

lowing, the third, paragraph of the order of the District Court allowing appeal, made and entered November 19, 1930, viz:

"It is Further Ordered that the said Order of the Interstate Commerce Commission in the matter of James Gallagher, Northeastern Warehouse Company, Walter A. Bailey, and Terminal Warehouse Company vs. Pennsylvania Railroad Company, be and it hereby is stayed and suspended pending the determination of this appeal by the Supreme Court of the United States."

[fol. 1253] pray a cross-appeal therefrom to the Supreme Court of the United States.

The particulars wherein they consider the foregoing paragraph erroneous are set forth in the assignment of error on file to which reference is hereby made.

They pray that a transcript of the record, pleadings, and papers on which the foregoing quoted order was made and entered, duly authenticated, may be transmitted forthwith to the Supreme Court of the United States.

John Lord O'Brian, Assistant to the Attorney General, for United States of America. Daniel W. Knowlton, J. Stanley Payne, Solicitors for Interstate Commerce Commission. John J. Hickey, Solicitor for Walter A. Bailey, Terminal Warehouse Company, Rex & Company, Inc., James Gallagher, Northeastern Warehouse Company and Industrial Cold Storage & Warehouse Company.

[fol. 1254] IN UNITED STATES DISTRICT COURT

In Equity. No. 5789

[Title omitted]

ASSIGNMENT OF ERROR ON CROSS-APPEAL—Filed Jan. 7, 1931

United States of America and Interstate Commerce Commission, respondents, and Walter A. Bailey, Terminal Warehouse Company, Rex & Company, Incorporated, James Gallagher, Northeastern Warehouse Company and Industrial Cold Storage & Warehouse Company, interven-

ing respondents, now come, by their respective counsel, and, in connection with their petition for cross-appeal, file the following assignment of error on which they will rely in their cross-appeal to the Supreme Court of the United States from the third paragraph of the order of the District Court allowing appeal, entered November 19, 1930:

The District Court erred in staying and suspending the Commission's order in the matter of Walter A. Bailey and Terminal Warehouse Company vs. Baltimore & Ohio Railroad Company, and Rex & Company, Incorporated et al. vs. The Reading Company, pending determination of the appeal by the Supreme Court of the United States.

[fol. 1255] Wherefore respondents and intervening respondents, and each of them, pray that said third paragraph of the order allowing appeal, entered November 19, 1930, be reversed, annulled, and set aside, with directions that the stay and suspension pending appeal shall be forthwith dissolved, and for such other and further orders as may be appropriate.

John Lord O'Brian, Assistant to the Attorney General, for the United States of America. Daniel W. Knowlton, J. Stanley Payne, Solicitor for Interstate Commerce Commission. John J. Hickey, Solicitor for Walter A. Bailey, Terminal Warehouse Company, Rex & Company, Inc., James Gallagher, Northeastern Warehouse Company, and Industrial Cold Storage & Warehouse Company.

[fol. 1255-a] In United States District Court

In Equity. No. 5789

[Title omitted]

Order Allowing Cross-appeal—Filed Jan. 7, 1931

In the above-entitled cause, United States of America and Interstate Commerce Commission, respondents, and Walter A. Bailey, Terminal Warehouse Company, Rex & Company, Incorporated, James Gallagher, Northeastern Warehouse Company and Industrial Cold Storage & Ware-

house Company, intervening respondents, having made and filed their petition praying a cross-appeal to the Supreme Court of the United States from the third paragraph of the order of the District Court allowing appeal, made and entered November 19, 1930, and having also made and filed an assignment of error, and having in all respects conformed to the statute and rules of court in such case made and provided:

It is ordered and decreed that the cross-appeal be, and the same is hereby, allowed as prayed and made returnable within thirty (30) days from the date hereof, and the Clerk [fol. 1256] is directed to transmit forthwith a properly authenticated transcript of the record, proceedings, and papers on which said stay order was made and entered to the Supreme Court of the United States.

J. W. Thompson, J.

Jan. 7, 1931.

[fols. 1257 & 1258] Citation, in usual form, showing service on H. Edgar Barnes and Allen Olmsted, 2nd, filed Jan. 7, 1931, omitted in printing.

[fol. 1259] IN UNITED STATES DISTRICT COURT

In Equity. No. 5789

[Title omitted]

COPY OF NOTICE OF CROSS-APPEAL TO THE ATTORNEY GENERAL OF THE STATE OF PENNSYLVANIA—Filed Jan. 1, 1931

To the Honorable the Attorney General of the State of Pennsylvania, Harrisburg, Pa.:

You are hereby notified that the United States of America and the Interstate Commerce Commission, respondents, and Walter A. Bailey, Terminal Warehouse Company, Rex & Company, Incorporated, James Gallagher, Northeastern Warehouse Company and Industrial Cold Storage & Warehouse Company, intervening respondents, in the above-entitled case, have taken a cross-appeal to the Supreme Court of the United States from the order of the District

Court made and entered November 19, 1930, which stayed and suspended the order of the Interstate Commerce Commission in the proceeding entitled Walter A. Bailey et al. v. The Baltimore & Ohio Railroad Company, Docket No. 20968, Sub-No. 1, made and entered December 28, 1929, pending determination of the appeal by the Supreme Court of the United States.

[fol. 1260] This notice is given to you pursuant to the provisions of the Urgent Deficiencies Act of October 22, 1913 (ch. 32, 38 Stat. 208, 220, 221, U. S. C. Title 28, Sec. 47).

John Lord O'Brian, Assistant to the Attorney General, for the United States of America. Daniel W. Knowlton, J. Stanley Payne, Solicitors for Interstate Commerce Commission. John J. Hickey, Solicitor for Walter A. Bailey, Terminal Warehouse Company, Rex & Company, Incorporated, James Gallagher, Northeastern Warehouse Company and Industrial Cold Storage & Warehouse Company.

[fol. 1261] STATE OF PENNSYLVANIA,
County of Philadelphia, ss:

J. Stanley Payne being duly sworn according to law deposes and says that he is Solicitor for the Interstate Commerce Commission and that on behalf of United States of America, The Interstate Commerce Commission, Walter A. Bailey, Terminal Warehouse Company, Rex & Company, Inc., James Gallagher, Northeastern Warehouse Company and Industrial Cold Storage & Warehouse Company, he served Notice of Cross Appeal, of which the above is a copy, upon the Attorney General of the State of Pennsylvania, by sending the same by United States Mail addressed to the Attorney General of Pennsylvania, Harrisburg, Pennsylvania, on January 7, 1931.

(S.) J. Stanley Payne.

Sworn to and subscribed before me this 7 day of January, A. D. 1931. Clifford K. Cassel, Notary Public. Notary Public. My Commission Expires Jan. 16th, 1931.

[fol. 1262] ORDERS EXTENDING TIME FOR DOCKETING CASE ON APPEAL.—Filed Dec. 17, 1930, and Dec. 30, 1930

NOTE.—These are the identical Orders contained in record of Merchants Warehouse Company et al. v. United States et al., and are here incorporated by reference thereto. (See page 193-195 of this consolidated record.)

[fol. 1263] STIPULATION IN RE STATEMENT OF EVIDENCE.—Filed Jan. 7, 1931

NOTE.—This is the identical Stipulation contained in record of Merchants Warehouse Company, et al. v. United States, et al., and is here incorporated by reference thereto. (See page 671 of this consolidated record.)

[fol. 1264] ORDER APPROVING STATEMENT OF EVIDENCE.—Filed Jan. 7, 1931

NOTE.—This is the identical Order contained in record of Merchants Warehouse Company, et al. v. United States, et al., and is here incorporated by reference thereto. (See Page 674 of this consolidated record.)

[fol. 1265] PRÆCIPE FOR TRANSCRIPT OF RECORD.—Filed Jan. 7, 1931

NOTE.—This is the identical Præcipe contained in record of Merchants Warehouse Company, et al. v. United States, et al., and is here incorporated by reference thereto. (See Page 1154 of this consolidated record.)

[fol. 1266] IN UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA, DECEMBER TERM, 1929

No. 5791

THE PHILADELPHIA WAREHOUSING AND COLD STORAGE COMPANY, Plaintiff, and Commercial Exchange of Philadelphia, Grocers' and Importers' Exchange of Philadelphia, Philadelphia Board of Trade, Philadelphia Bourse, The Association of Manufacturers' Representatives, Incorporated, Intervening Plaintiffs,

vs.

UNITED STATES OF AMERICA and INTERSTATE COMMERCE COMMISSION, Defendants, and Rex & Company, Inc., James Gallagher, Northeastern Warehouse Company, Industrial Cold Storage & Warehousing Company, Walter A. Bailey, and Terminal Warehouse Company, Intervening defendants

John P. Connelly, Esq., Saul, Ewing, Remick & Saul, Esqs.

Elmer B. Collins, Esq.; J. Stanley Payne, Esq.; T. L. Reimel, Esq.; John J. Hickey, Esq.

DOCKET ENTRIES

Feb.	18, 1930.	Petition to annul etc. order of Interstate Commerce Commission filed.
"	18, "	Decree fixing Feb. 21, 1930 for hearing application for temporary stay of operation of order of Interstate Commerce Commission, filed.
"	20, "	Appearance of C. S. Foyer, Esq., for United States of America filed.
"	20, "	Order of Court substituting name of Hon. Oliver B. Dickinson in place of Hon. Wm. H. Kirkpatrick, filed.
"	21, "	Petition by Rex and Company, Inc., et al., for leave to intervene as defendants and Decree granting petition filed.
"	21, "	Decree granting temporary stay of Order of Interstate Commerce Commission, filed.
"	25, "	Answer of Rex and Company, Inc., et al., intervening defendants, filed.

Mar. 3, 1930. Appearance of T. L. Reimel, Esq., for Intervening defendants filed.

" 6. " Answer of Interstate Commerce Commission filed.

" 8. " Petition by Commercial Exchange of Philadelphia et al. for leave to intervene as party plaintiffs, filed.

[fol. 1267]

Mar. 15, 1930. Answer by United States of America, filed.

" 26, " Argued.

" 27, " Decree amending Decree of Feb. 17, 1930 by substituting name of Hon. Joseph Buffington in place of Hon. Victor B. Wooley, filed.

" 27, " Argument resumed.

" 28, " Argument concluded.

Apr. 15, 1930. Decree continuing temporary stay of order of Interstate Commerce Commission, filed.

Oct. 8, 1930. Opinion, Thompson, J. (Dickinson, J. concurring, Buffington J. dissenting) dismissing petition of Feb. 18, 1930, to enjoin defendants from enforcing Order of Interstate Commerce Commission, filed.

" 10, " Petition of Philadelphia Warehousing & Cold Storage Company for a re-hearing filed.

" 23, " Decree denying prayer of petition for rehearing filed.

Nov. 5th, 1930. Opinion, Thompson, J. sur findings of fact and conclusions of law filed.

" 14, " Petition for order staying enforcement of Interstate Commerce Commission pending appeal, filed.

" 18, " Answer of United States to petition for stay of Order of Interstate Commerce Commission pending appeal, filed.

" 19, " Exceptions by petitioner to findings of fact and conclusions of law, filed.

" 19, " Answer of Rex & Company, et al., intervening defendants to petition of Philadelphia Warehousing and Cold Storage Company for order staying enforcement of Order of Interstate Commerce Commission pending appeal, filed.

Nov. 19, 1930. Argued sur settlement of decree and petition for appeal to act as supersedeas.

" 19, " Final Decree dissolving temporary orders of Feb. 21, 1930, and April 15, 1930; staying and suspending Order of Interstate Commerce Commission of December 28, 1929; overruling plaintiffs exceptions to findings of fact and conclusions of law and conclusions of law and dismissing petition to enjoin defendants from enforcing Order of Interstate Commerce Commission of December 28, 1929, filed.

" 19, " Opinion (per curiam) granting order of supersedeas and allowing exception thereto, filed.

" 19, " Petition for appeal assignments of error and prayer for reversal of decree of November 19, 1930, filed.

" 19, " Decree granting petition for appeal, filed.

[fol. 1268]

Nov. 19, 1930. Bond sur appeal in $2000 with American Surety Company of New York surety, and Decree approving same, filed.

" " " Citation allowed and issued.

" " " Citation returned-service accepted-and filed.

Dec. 17, 1930. Decree extending time for docketing case in U. S. Supreme Court filed.

" 24, " Assignments of Error by Intervening plaintiffs filed.

" 24, " Prayer for reversal by Intervening plaintiffs filed.

" 24, " Petition for appeal by Intervening plaintiffs filed.

" 24, " Order of Court granting appeal filed.

" 24, " Citation allowed and issued.

" 26, " Citation returned: "service accepted" and filed.

" 30, " Decree enlarging time in which to file record with Clerk of Supreme Court of United States to January 10, 1931, filed.

Jan. 7, 1931. Copy of Notice to Attorney General of Pennsylvania of Petitioner's Appeal, and proof of service filed.
" " " Order of Court Consolidating this cause with Nos. 5781 and 5789 for purpose of trial, filed.
" " " Statement of Evidence in Narrative form, Stipulation of Counsel, and Order approving same, filed.
" " " Petition for Cross-Appeal by Respondents, filed.
" " " Assignment of Error on Cross-Appeal, filed.
" " " Order allowing Cross-Appeal, filed.
" " " Citation on Cross-Appeal allowed and issued.
" " " Citation returned "service accepted" and filed.
" " " Copy of Notice to Attorney General of Pennsylvania of Cross-Appeal, and proof of service, filed.
" " " Præcipe for Transcript of Record sur appeals, filed.

[fols. 1269 & 1270] IN UNITED STATES DISTRICT COURT

In Equity. No. 5791

[Title omitted]

PETITION—Filed Feb. 18, 1930

1. The petitioner above named brings this its petition against the defendants above named, for the purpose of enjoining, setting aside and annulling as hereinafter prayed, an order entered by the Interstate Commerce Commission hereinafter called the Commission, by Division 3 thereof, on the 28th day of December, 1929, in a proceeding then pending before the Commission, namely, Interstate Commerce Commission Docket No. 20968 (Sub. Div. No. 2) which was instituted by a complaint in which Rex & Company, Inc., et al were complainants, and Reading Com-
[fol. 1271] pany was defendant, and your petitioner was an intervenor.

2. Petitioner is a corporation duly organized and existing under the laws of Pennsylvania. It is engaged in the business of operating warehouses. Its principal office and all of its warehouses are in the City of Philadelphia in the said Eastern District of Pennsylvania.

3. United States of America is a necessary party defendant in a proceeding to enjoin, set aside and annul an order of the Interstate Commerce Commission under the provisions of the District Court Jurisdiction Act, approved October 22, 1913, (38 Stat. L., 219), U. S. Code, Title 28, Section 41, Sub Division 28, Sections 43 to 48. This suit is brought under the provisions of said act and also under the general equity jurisdiction of this Court.

4. The Interstate Commerce Commission is an administrative tribunal created by the Interstate Commerce Act, approved February 4, 1887, (24 Stat. L., 379), as amended, including amendments to said Act contained in the Transportation Act of 1920, approved February 28, 1920 (41 Stat. L., 456), under which said acts it assumed to proceed in rendering its said order on December 28, 1929, in the proceeding aforesaid.

5. Under its tariffs duly on file with the Interstate Commerce Commission the Reading Company assumes all obligations under its tariffs of loading and unloading package freight carried at carload ratings at certain of its Stations, and in said tariffs forty-eight (48) hours free storage is allowed by the Reading Company to Consignees, after [fol. 1272] the arrival of carload freight at any of the designated Stations; and the Reading Company is obliged by the provisions of its said tariffs as part of its transportation duties, under the Interstate Commerce Act, to store and protect such carload freight over said period of free time.

6. The Petitioner avers that the Reading Company has no control, either directly or indirectly in the operation, control or management of the Warehouse of your Petitioner, nor has it any pecuniary interest therein; that the Reading Company only uses the facilities of the warehouse and makes payments therefore as provided for in the Contract, and without which facilities the Reading Company would be obliged to provide a warehouse of its own, in

order to store and protect such carload freight as may be delivered to it, most of which requires "refrigeration".

7. The Petitioner and the Reading Company entered into a written Contract dated the 4th day of November, 1898, a copy of said Contract being hereunto attached, made part hereof and marked Exhibit "A".

That by reference to this Contract, the Warehousing Company was to build a Storage House over the tracks of the Railway Company, and for the use of the Railway Company, and was to be paid a certain sum of money as specified in the said Contract; and that the Warehousing Company was designated as the Agent of the Railway Company, for the collection of certain charges, and it was obliged to account for the same to the Railway Company.

This Contract was to run for a period of 99 years from its original date, with option of a further continuance of [fol. 1273] the said Contract for a further period of 99 years, as provided for in the said Contract.

That this Contract has been in effect from November 4, 1898, down to the present time, a period of nearly 32 years, and that the Contract is still in force and operation, and that your Petitioner and the Reading Company are operating under the terms and conditions of this Contract with the exception that the rate has been changed from 30¢ to 50¢ under which it is now operating, and the storage time has been reduced from ten (10) days to two (2) days covering merchandise not requiring cold storage, and that under the terms of this Contract your Petitioner has been obliged from time to time to expend large sums of money in order to keep said warehouse in "first class" condition to meet demands of the Reading Company in the receiving of the freight delivered to it by the Railway Company.

8. Included in the services of loading, unloading and "handling" freight for the Reading Company under its contract, the petitioner renders as agent of the Reading Company a variety of terminal services incident to the transportation duties of the Reading Company as a common carrier, such as: removing and recording the seals from car doors and preserving the record thereof; taking ice record of the amount of ice in refreigerator cars; examining the merchandise in the car and noting the damage and cause for same; prompt loading and unloading to

minimize the delay to the equipment; holding the shipment for forty-eight hours under refrigeration for merchandise requiring cold storage, including its protection against fire and by insurance; taking up the Bills of Lading and cancelling the same; delivering the merchandise to the con- [fol. 1274] signee and taking the receipt therefor.

9. All of said services covered by the said contract and rendered by the petitioner are transportation services as defined by Section 1 of the Interstate Commerce Act, and as to all of them, the Reading Company is under legal obligation to perform them or cause them to be performed, and the payment and consideration provided in said contract, are made for the performance by the petitioner of said transportation services as the duly designated agent of the Reading Company. No payment of any kind, direct or indirect, is made by the Reading Company to the petitioner except the payments for the said transportation services.

10. The petitioner has performed its obligations under said contract with care and fidelity and to the satisfaction of the Reading Company and of the public. It has received as payment for its services under the said contract approximately $20,000 per year.

11. By complaint dated April 26, 1928, Rex & Company, Inc., et al., brought complaint before the Interstate Commerce Commission, which complaint was docketed by the Commission as Docket 20968 (Sub. Div. No. 2). The complaint avers that the Complainants with others, own and operate warehouses in Philadelphia in competition with your Petitioner; that said Complainants with others and your Petitioner, were shippers within the meaning of the Interstate Commerce Act, and that the Reading Company in the form of traffic allowances, was refunding to the Petitioner part of the published rates and was collecting from [fol. 1275] the Petitioner a less compensation than it collected, and was collecting from the Complainant and others for rendering like and contemporaneous services under substantially similar circumstances and conditions, in violation of Sections 2 and 3 of the Interstate Commerce Act. At the same time James Gallagher, Northeastern Warehouse Company, Walter A. Bailey and Terminal Warehouse Company, brought complaint before the Interstate

Commerce Commission against the Pennsylvania Railroad, which Complaint was docketed by the Commission as Docket No. 20968, and at the same time Walter A. Bailey and others complained of similar payments to other warehouses by the Baltimore & Ohio Railroad Company, which complaints were docketed by the Interstate Commerce Commission as Docket No. 20968, Sub. #1 and 20968, Sub. #2 respectively.

12. Thereafter the Reading Company answered denying the charges of violation of the Interstate Commerce Act. Your petitioner petitioned the Interstate Commerce Commission for leave to intervene. The Commercial Exchange of Philadelphia, The Grocers and Importers Exchange of Philadelphia, Philadelphia Board of Trade, Philadelphia Bourse, and the Association of Manufacturers' Representatives, Inc., also petitioned the Commission for leave to intervene in the case averring that the arrangements complained of had been in effect for many years, and had added greatly to economy, convenience and expedition in the handling of freight and that interference with the arrangement would be greatly prejudicial to the business interests of Philadelphia. Said petitions were granted by the Commission.

[fol. 1276] 13. Thereafter the Commission consolidated the three cases above named and set them all for hearing before an Examiner of the Commission on July 30, 1928. On the said date and subsequent dates, the complainants, the defendants, and the intervenors presented testimony before the said Examiner. A copy of the transcript of said testimony, the exhibits (including the contract between the petitioner and the Reading Company), the complaint, the answer, the petitions of intervenors and the order of the Commission therein, will be offered in evidence at the hearing of this petition.

14. Thereafter, to wit, on December 28, 1929, the said Division 3 of the Commission (under the Interstate Commerce Act as amended) acting by Commissioners Aitchison and Porter and empowered to act on behalf of the Commission, filed a Report and Order in the matter. One Report and one Order was made to cover all three complaints. A copy of said complaint and order is attached hereto and made a part hereof.

15. By the said order which was to become effective on February 10, 1930, (and by subsequent action was, upon the petition of your petitioner, postponed until February 25, 1930), the Reading Company is required to cease, desist and abstain from making the payments to your petitioner which it has contracted to make and is required to cancel its tariff provisions which make the warehouses of petitioner a part of the Reading Company's station facilities at Philadelphia.

16. Thereafter your petitioner petitioned for a rehearing or reargument before the full Commission. Said petition was denied by the Commission on Februrary 11, 1930. [fol. 1277] With the deniel of the said petition, Petitioner's remedies before the Interstate Commerce Commission were exhausted.

17. Petitioner charges and avers:

(a) The Commission's order in the premises aforesaid is invalid and of no legal force or authority, and therefore the same should be declared to be null, void, and of no effect.

(b) As appears from the proceedings of the Commission, as set forth in its report, said order proceeds upon the conclusion of the Commission that petitioner is to be deemed the consignor of shipments from and consignee of shipments to its warehouses. The said conclusion on the part of the Commission is not substantiated by any evidence produced before it, but is contrary to and inconsistent with all the evidence adduced in said proceedings and is inconsistent with recognized principles of law defining and creating the relations of shipper, consignor and consignee with a common carrier. In fact and in law the petitioner is not in any legal sense within the meaning and intent of the Interstate Commerce Act or otherwise, a shipper, consignor, or consignee in respect to any of the property with regard to which it receives a payment from the Reading Company.

(c) As appears from the said report, the order proceeds upon the conclusion that the facilities of petitioner's warehouses were only nominally opened to the general public as Railroad freight stations and were not, in fact, public sta-

tions in that they were confined to the handling of merchandise for the patrons of the Warehouses; whereas the evidence shows that some of the warehouses operated by the [fol. 1278] petitioner are the property of the carrier, are recognized public stations opened to the general public and that all of such warehouses are and have been for many years actually used by the public. The Commission proceeds upon the erroneous legal proposition that a warehouse by tariff publication open to all of the public and actually used by such portion of the public as are patrons of the warehouse, is not, in true contemplation of law, a public station.

(d) As appears from the report of the Commission said order proceeds upon the conclusion of the Commission that the services performed by the petitioner in connection with the loading and unloading of freight are, in fact, performed for the benefit of the owners of the merchandise rather than for the Railroad. The undisputed evidence shows that the Railroad Company undertakes by its tariff to load and unload the freight and the said service is therefore not "performed for the benefit of the owners of the merchandise" in any other sense than all transportation services benefit the owners of the merchandise. The said order proceeds upon the erroneous proposition of law that the Railroad Company cannot pay its agent for rendering a transportation service if that service is performed for the benefit of the owners of the freight.

(e) As appears from the report of the Commission said order proceeds upon the conclusion that the petitioner had been given dominion over the goods for transportation purposes and accordingly for transportation purposes it should be deemed the consignor of shipment, from or the consignee of shipments to its warehouses. The undisputed evidence shows that as to inbound freight, peti- [fol. 1279] tioner is not "given dominion over" the goods by the owner thereof, but receives them from the Railroad Company in order that petitioner may perform the transportation service for which the Railroad Company had obligated itself. As to outbound goods, the evidence shows that the petitioner "is given dominion over" the goods by

the owner thereof for warehousing purposes and not for transportation purposes and receives no compensation from the Railroad Company for the rendition of such services. The order is based upon the erroneous proposition of law that petitioner may be "deemed" consignor or consignee of shipments as to which it is neither consignor nor consignee.

(f) As appears from the report of the Commission, said order proceeds upon the conclusion that the practice of the Railroad Company in making payments to the petitioner for loading or unloading package freight while refusing to make similar payments to the complainants resulted in unjust discrimination between the petitioner and the complainants, in undue preference to the petitioner, and in undue prejudice to the complainants. If petitioner and complainants were within the contemplation of Sections 2 and 3 of the Interstate Commerce Act and if such discrimination, preference or prejudice were undue and unjust, the same could be removed as a matter of law by giving allowances to both the petitioner and the complainants. The order of the Commission does not permit such a method of removing the alleged unjust discrimination, undue preference and undue prejudice. The order is based upon the erroneous proposition of law that unjust discrimination, undue preference and undue prejudice, if they exist, cannot be removed by an order permitting the defendant to make to complainants payments similar to those made to petitioner.

[fol. 1280] (g) As appears from the report of the Commission, the said order proceeds upon the conclusion that the payments made to petitioner are nothing more than a device or attempt to lend legality to the payment of rebates to the petitioner. A rebate is a deduction from the published rate which finds its way into the pocket of the consignor, consignee or owner of the freight. The undisputed evidence shows that petitioner is not the owner, consignor or consignee of the freight and that the consignor, consignee or owner of the freight in every instance pays the full published tariff rate, and receives no rebate or drawback therefrom. The order is based upon the erroneous proposition of law that a payment made by a railroad to

its agent for the rendition of a transportation service is the payment of a rebate to a shipper.

(h) The order is beyond the jurisdiction and beyond the power of regulation conferred upon or vested in the Commission for the reason that the Interstate Commerce Act delegates no power to the Commission to interfere with the right of a carrier to employ exclusively a particular agent or agents to perform transportation service which the carrier is required to perform either under its tariff or by virtue of its common law or statutory duties and obligations.

(i) The said order is beyond the jurisdiction and beyond the power of regulation conferred upon or vested in the Commission for the reason that the Interstate Commerce Act delegates no power to the Commission to supervise, control or regulate the designation by carriers of terminal stations or of the internal management of said stations, or of the payment of compensation for the internal management of said stations.

[fol. 1281] 18. The said order of the Commission unless set aside and annulled by this Court will operate to deprive the petitioner of the enjoyment of its rights under its said contract with the Reading Company, and will, in fact, completely destroy said contract and all property rights of the petitioner therein. By force of said order, the Reading Company will be constrained by the Commission to nullify or break its said contract with the petitioner or terminate it and your petitioner is informed and believes that the Reading Company acting under the compulsion and duress of said order, will be required to nullify and set aside its contract with petitioner.

Petitioner therefore avers for the reasons aforesaid that the said order of the Commission is in violation of the Constitution of the United States and the amendments thereto, for the reason that it will deprive the petitioner of its property without due process of law and will abrogate the obligations of an existing contract.

19. The practice of unloading the carload freight at Petitioner's warehouse and other contract warehouses in the City of Philadelphia at the cost of the carriers has been in

effect in Philadelphia for many years, in some cases, as long as forty years. During that time the trade has accustomed itself to that practice and merchants have made arrangements with their purchasers, sellers and principals, based on the continuance thereof. The prohibition of the continuance of that practice during the period when the legality of the Commission's order is under consideration by the Court would throw the entire trade into confusion and would cause irreparable damage to your petitioners as well as to the mercantile interests of Philadelphia generally.

[fol. 1282] 20. If a temporary stay or suspension, or interlocutory injunction or restraining order pending a final decree in this case is not granted, Reading Company will amend its published tariffs on file with the Commission, so as no longer to undertake to unload carload package freight at the stations and warehouses operated by petitioner, and so as no longer to provide for the payment of compensation to petitioner and it will cease to pay to the petitioner the compensation provided for in the contract above mentioned. Petitioner will thereupon be under the compulsion of making changes in the schedule of charges which it must collect from its customers and otherwise disturb and amend its established practices in conducting its warehouse business as aforesaid which changes in business methods will tend to disrupt the business of petitioner in a manner that cannot be compensated for in damages if and when the Courts shall decide upon a final hearing that the order of the Interstate Commerce Commission is invalid.

Therefore petitioner prays:

1. That upon the filing of this bill the Judge of this Court call to his assistance two other Judges, one of whom shall be a Circuit Judge in accordance with the Act of Congress approved October 22, 1913, 38 Statutes 220 U. S. Code Title 28, Section 47.

2. That after no less than three days' notice to the Interstate Commerce Commission, and the Attorney General of the United States, there be ordered and granted by the Court a temporary stay or suspension of the operation of the order of the Commission entered December 28, 1929, in

the matter of Rex & Company, Inc., et al vs. Reading Com-
[fol. 1283] pany, I. C. C. Docket No. 20968 (Sub. No. 2) for sixty days from the date of the said order, as provided in Section 47 of Title 28, of the United States Code.

3. That upon not less than five days' notice, to the Interstate Commerce Commission, to the Attorney General of the United States, and to the Defendant Reading Company, an interlocutory injunction be issued suspending or restraining the enforcement, operation or execution of the said order until the further order of this Court.

4. That upon final hearing, this Court adjudge, order and decree that said order of the Interstate Commerce Commission dated December 28, 1929, is null and void and without warrant in law and that the same be set aside and annulled and that the United States of America and the Interstate Commerce Commission, and each of them be perpetually restraind and enjoined from enforcing said order.

5. That your petitioner may have such other and further relief as to equity may appertain and as may be deemed by this Honorable Court fit and proper.

Philadelphia Warehousing & Cold Storage Company, by J. A. Geisz, President. John P. Connelly, Solicitor for Petitioner, 1526-27 Land Title Bldg., Phila., Pa.

[fols. 1284-1313] *Duly sworn to by J. A. Geisz. Jurat omitted in printing.*

[fol. 1314] UNITED STATES DISTRICT COURT

[Title omitted]

Before Thompson, J.

DECREE, AS AMENDED, FIXING TIME FOR HEARING, ETC.—Filed Feb. 18, 1930

Whereas it appears that this is a proceeding for a final decree to set aside and annul an order of the Interstate Commerce Commission made in the matter of Walter A.

Bailey and Terminal Warehouse Company against The Baltimore & Ohio Railroad Company, Interstate Commerce Commission Docket No. 20968 (Sub. No. 1); and in the matter of Rex & Company, Inc.; James Gallagher; Northeastern Warehouse Company, Walter A. Bailey, Terminal Warehouse Company; and Industrial Cold Storage & Warehouse Company against the Reading Company, Interstate Commerce Commission Docket No. 20968 (Sub. No. 2), entered on the 28th day of December, 1929, to become effective on the 10th day of February, 1930, which effective date, by a subsequent order of the said Commission, was postponed until the 25th day of February, 1930.

And whereas it appears that the petitioner herein asks for a temporary stay or suspension of the operation of the order of the said Commission.

And whereas it further appears that under the provisions of the United States Code, Title 28, Section 47, the hearing in this Court is directed to be before a court consisting of [fol. 1315] three Judges, one of whom shall be a Circuit Judge.

Now, therefore, it is ordered this 17th day of February, 1930, by the District Court of the United States for the Eastern District of Pennsylvania, that the following Judges be called to my assistance to hear and determine the said application, to wit: United States Circuit Judge Victor B. Woolley and United States District Judge Oliver B. Dickinson.

It is further ordered that the application for a temporary stay be set for hearing before said Court on the 24th day of February, 1930, at 10 o'clock, at Philadelphia.

It is further ordered that immediate notice of the said hearing be given by the petitioner to the Interstate Commerce Commission and to the Attorney General of the United States by telegraph and by registered mail or by personal delivery.

By the Court.

Attest:

(S.) George Brodbeck, Clerk.

[fol. 1316] IN UNITED STATES DISTRICT COURT

In Equity. No. 5791

[Title omitted]

PETITION FOR LEAVE TO INTERVENE—Filed Feb. 21, 1930

To the Honorable the Judges of said Court:

The petition of Rex and Company, Inc., James Gallagher, Northeastern Warehouse Company, Walter A. Bailey, Terminal Warehouse Company, and Industrial Cold Storage and Warehouse Company, shows unto this Court as follows:

Your petitioner Walter A. Bailey is an individual, trading and doing business under the name and style "Bailey Warehouses"; your petitioner James Gallagher is an individual, trading and doing business under the name and style "Gallagher's Warehouses"; and your petitioners Rex and Company, Inc., Northeastern Warehouse Company, Terminal Warehouse Company, and Industrial Cold Storage and Warehouse Company, are Corporations duly organized and existing under the laws of the Commonwealth of Pennsylvania, each of said petitioners having its principal place of business in the City of Philadelphia, Pennsylvania. The above-entitled proceeding grew out of the complaint in which Rex and Company, Inc., James Gallagher, Northeastern Warehouse Company, Walter A. Bailey, Terminal Warehouse Company, and Industrial Cold Storage and Warehouse Company were complainants, the Reading Company was defendant, and The Philadelphia Warehousing & [fol. 1317] Cold Storage Company was intervener, before the Interstate Commerce Commission, Docket No. 20968 (Sub. No. 2), and as a result of the hearing of the said complaint, an order was passed by the Interstate Commerce Commission, a copy of which is attached to the petition of The Philadelphia Warehousing & Cold Storage Company in this proceeding; that this proceeding is brought by The Philadelphia Warehousing & Cold Storage Company to set aside the said order of the Interstate Commerce Commission; that your petitioners are deeply interested in and affected by the said order of the Interstate Commerce Commission; that it is necessary for the protection of the inter-

ests and rights of your petitioners that your petitioners be made parties to this proceeding.

Your petitioners desire to intervene in this proceeding as parties defendant for the purpose of being heard and protecting their rights.

Wherefore your petitioners pray that an order may be passed by this Honorable Court permitting your petitioners to intervene as parties defendant in the above-entitled proceeding.

Rex and Company, Inc., by Frank E. Klinger, Secretary. James Gallagher, by James Gallagher, Jr. Northeastern Warehouse Company, by Blair R. Miller, Supt. Walter A. Bailey, by Walter A. Bailey. Terminal Warehouse Company, by Ernest V. D. Sullivan, Pres. Industrial Cold Storage and Warehouse Company, by J. A. Mooney, Gen'l Mgr. (S.) John J. Hickey, Solicitor for the Petitioner: (S.) Theodore L. Reimel, Local Counsel.

[fol. 1318] IN UNITED STATES DISTRICT COURT

In Equity. No. 5791

[Title omitted]

Before Woolley, C. J., and Thompson and Dickinson, D. J.

ORDER GRANTING LEAVE TO INTERVENE—Filed Feb. 21, 1930

On the foregoing petition it is on this 21st day of February, 1930, by the District Court of the United States for the Eastern District of Pennsylvania, ordered:

That Rex and Company, Inc., James Gallagher, Northeastern Warehouse Company, Walter A. Bailey, Terminal Warehouse Company, and Industrial Cold Storage and Warehouse Company, be permitted to intervene in the proceedings of the above-entitled case as parties defendant for the purpose of being heard and protecting their rights.

By the Court.

Attest:

(S.) Theodore L. Cobaugh, Deputy Clerk.

[fol. 1319] IN UNITED STATES DISTRICT COURT

No. 5791. In Equity

[Title omitted]

ORDER ALLOWING A TEMPORARY STAY OF THE OPERATION OF THE ORDER OF THE INTERSTATE COMMERCE COMMISSION— Filed Feb. 21, 1930

Whereas, by petition filed February 18, 1930, the Petitioner, The Philadelphia Warehousing & Cold Storage Company, prays the District Court to call to its assistance two other Judges, one of whom shall be a Circuit Judge, in accordance with Title 28, Section 47 of the United States Code, and prays that this Court set aside and annul an order of the Interstate Commerce Commission entered in the matter of Rex & Co. Inc., et al. against the Reading Company, I. C. C. Docket #20968 (Sub. No. 2) and also praying for a temporary stay or suspension of the operation of the said order.

And whereas, it appears that the said order of the Interstate Commerce Commission is to become effective February 25, 1930.

And whereas, on February 17, 1930, the Honorable J. Whitaker Thompson entered an order calling to his assistance United States Circuit Judge Victor B. Woolley, and United States District Judge Oliver B. Dickinson, to hear and determine the said application and setting the application for a temporary stay for hearing before the said special court on February 21, 1930.

And whereas, it appears that notice of the said hearing was given by the Petitioner to the Attorney General of the [fol. 1320] United States and to the Interstate Commerce Commision, by letter dated February 18, 1930.

And whereas, a hearing was held upon the said application for a temporary stay in the Court Rooms of the United States Circuit Court of Appeals at Philadelphia, on February 21, 1930, before the said special Court, at which time Witnesses on behalf of the Petitioner were examined under oath.

Now, therefore, this Court finds, based upon the evidence submitted to the Judges comprising the said special Court

at the said hearing on February 21, 1930, that irreparable damage would ensue to the Petitioner, The Philadelphia Warehousing & Cold Storage Company, unless the operation of the said order is stayed or suspended in whole during the pendency of this petition before this Court.

And it is therefore Ordered, Adjudged and Decreed that the said order of the Interstate Commerce Commission in the matter of Rex & Co., Inc., et al. vs. Reading Company, I. C. C. Docket #20968 (Sub. No. 2) be stayed and suspended in whole for a period of sixty days from the date hereof.

It is further Ordered, Adjudged and Decreed that the said petition be set for final hearing before this special Court at Philadelphia in the Court Rooms of the Circuit Court of Appeals for the third circuit on the 26th day of March next, at 10 A. M.

(S.) Victor B. Woolley, Circuit Judge. (S.) J. W. Thompson, District Judge. (S.) O. B. Dickinson, District Judge.

Service accepted.

(S.) J. Stanley Payne, for Interstate Commerce Comm. (S.) Elmer B. Collins, for United States of America.

[fol. 1321] IN UNITED STATES DISTRICT COURT

In Equity. No. 5791

[Title omitted]

ANSWER OF THE INTERVENERS—Filed Feb. 25, 1930

Rex and Company, Inc., James Gallagher, Northeastern Warehouse Company, Industrial Cold Storage and Warehousing Company, Walter A. Bailey and Terminal Warehouse Company, interveners, for answer to the petition filed herein by The Philadelphia Warehousing and Cold Storage Company, petitioner, say:

1. Answering paragraphs 1, 2, 3 and 4 of the petition, said interveners admit, for the purposes of this suit, that

the allegations in those four paragraphs are true, except that said interveners deny that this suit was instituted or may be maintained under the general equity jurisdiction of the District Court of the United States for the Eastern District of Pennsylvania.

2. Answering paragraphs 5 and 6 of the petition, said interveners deny the truth of each and all of the allegations made in those two paragraphs.

3. Answering paragraph 7 of the petition, said interveners admit that the contract was entered into and said interveners deny the truth of each of the other allegations in paragraph 7 of the petition.

4. Answering paragraphs 8, 9 and 10 of the petition, said interveners deny the allegations presented in those three paragraphs.

5. Answering paragraphs 11 and 12 of the petition, said interveners admit that the allegations made in those two paragraphs are true.

6. Answering paragraph 13 of the petition, said inter- [fol. 1322] veners admit that the allegations in that paragraph are true with the exception that said interveners do not, and cannot admit that the petitioner will offer certain evidence at the hearing of the petition.

7. Answering paragraphs 14, 15 and 16 of the petition, said interveners admit the truth of the allegations in those four paragraphs.

8. Answering paragraphs 17, 18, 19 and 20 of the petition, said interveners deny the truth of the allegations in those four paragraphs.

9. Further in answer to paragraphs 7, 8, 9, 10, 17(b), 17(g) and 18 of the petition, it appears that the petitioner does not assert the rights of a shipper, rate payer or carrier that can be directly affected by the measure of freight rates or an order of the Interstate Commerce Commission directed to any matter arising under sections 2 or 3 of the Interstate Commerce Act. The petitioner seeks an adjudication of certain contracts and of a question relating to compensation for services alleged to have been performed

by the petitioner for the Reading Company. This court, constituted by virtue of the Act of Congress, approved October 22, 1913, 38 stat. 220, is without authority to pass on such questions as to contracts and compensation.

10. Further answering the petition, said interveners deny any and all allegations therein, other than those expressly admitted above.

11. Further answering the petition, said interveners say that the Interstate Commerce Commission is fully empowered to make the order challenged in the petition; that said order is valid and is supported by substantial evidence, and that the petitioner has not shown that said order is invalid or is without substantial support of evidence.

Wherefore, having fully answered the petition, said interveners pray that the prayer of petitioner be denied and that the petition be dismissed at the cost of the petitioner.

Rex and Company, Inc., Northeastern Warehouse Company, James Gallagher, Walter A. Bailey, In-
[fol. 1323] dustrial Cold Storage and Warehouse Co., Terminal Warehouse Company, Interveners.
(S.) John J. Hickey, Solicitor for the Interveners, 800 Southern Building, Washington, D. C. Theodore L. Reimel, Local Counsel.

[fol. 1324] In United States District Court

[Title omitted]

Answer of Interstate Commerce Commission—Filed Mar. 6, 1930

The Interstate Commerce Commission, respondent in the above-entitled suit, hereinafter called the Commission, now and at all times hereafter saving and reserving to itself all and all manner of benefit and advantage of exception to the many errors and insufficiencies in the petitioner's petition contained, for answer thereunto, or unto so much or such parts thereof, as it is advised that it is material for it to answer, answers and says:

I

Answering paragraphs 1, 2, 3, and 4 of the petition, the Commission admits, for the purposes of this suit, that the allegations therein contained are true, except that the Commission denies the suit was commenced or may be maintained under the general equity jurisdiction of the District Court.

II

Answering paragraphs 5 to 20, both inclusive, of the petition, the Commission admits, for the purpose of this suit, that the allegations contained in paragraphs 11, 12, 13, 14, [fol. 1325] 15, and 16 are true, and admits and alleges that it made the report and order dated December 28, 1929, in a proceeding then pending before it entitled James Gallagher et al. v. Pennsylvania Railroad Company, Docket No. 20968, which proceeding also embraced No. 20968, Sub. No. 1, Walter A. Bailey et al. v. Baltimore & Ohio Railroad Company, and No. 20968, Sub. No. 2, Rex & Company, Inc., et al. v. Reading Company, a copy of which report and order is appended to and made a part of the petition; that the Commission refers the court to the text of said report and order for full, complete, and accurate information concerning the contents of said report and order and for a description of the proceedings before the Commission upon which the report and order were and are based.

The Commission further alleges that at the hearings referred to in paragraph 13 of the petition, in connection with the subject matters covered by said report and order, the Commission accorded to all interested parties, including petitioner herein, a full and fair opportunity to be heard; that at said hearings a large volume of testimony and other evidence bearing upon said matters was submitted to the Commission for consideration on behalf of said parties, including the petitioner herein, by their respective counsel; that at said hearings and subsequently, both orally and in briefs filed in said proceedings, questions relating to said matters were fully argued and submitted to the Commission for determination on behalf of said parties by their respective counsel, whereupon the Commission determined said matters and made and entered said report and order, which included the Commission's findings of fact, decision, conclusions, orders, and requirements in the premises, and

that, upon the evidence aforesaid, and as shown in and by said report, the Commission made the findings and stated the conclusions upon which said order is based.

[fol. 1326] The Commission further alleges that the findings and conclusions in said report of December 28, 1929, were and are, and that each of them was and is fully supported and justified by the evidence submitted to the Commission in said proceedings as aforesaid.

The Commission further alleges that in making said report of December 28, 1929, it considered and weighed carefully in the light of its own knowledge and experience, each fact, circumstance, and condition called to its attention on behalf of the parties in said proceeding by their counsel, including matters covered by the allegations of the petition herein.

The Commission further alleges that said order of December 28, 1929, was not made or entered either arbitrarily, or unjustly, or contrary to the relevant evidence, or without evidence to support it; that in making said order the Commission did not exceed the authority which had been duly conferred upon it and the Commission denies each of and all the allegations to the contrary contained in the petition.

III

Further answering paragraphs 17, 18, 19, and 20 of the petition, the Commission denies that said order of December 28, 1929, is either unlawful or void, for the reasons, or for any of the reasons, set forth in said paragraphs. The Commission particularly denies that the petitioner will suffer either irreparable damage or irreparable injury as alleged in paragraphs 18, 19, and 20 of the petition unless said order of December 28, 1929, is enjoined and set aside by the court.

Except as herein expressly admitted, the Commission denies the truth of each of and all the allegations contained in the petition in so far as they conflict with the allegations herein, or with either the statements or conclusions of fact [fol. 1327] included in said report and order of December 28, 1929, which report and order are hereby referred to and made a part hereof.

All of which matters and things the Commission is ready to aver, maintain, and prove as this Honorable Court shall direct, and hereby prays that said petition be dismissed.

Interstate Commerce Commission, by J. Stanley Payne, Assistant Chief Counsel. Daniel W. Knowlton, Chief Counsel, of Counsel.

Duly sworn to by Claude R. Porter. Jurat omitted in printing.

[fol. 1328] IN UNITED STATES DISTRICT COURT

In Equity. No. 5791

[Title omitted]

PETITION OF COMMERCIAL EXCHANGE OF PHILADELPHIA, GROCERS' AND IMPORTERS' EXCHANGE OF PHILADELPHIA, PHILADELPHIA BOARD OF TRADE, PHILADELPHIA BOURSE, AND THE ASSOCIATION OF MANUFACTURERS' REPRESENTATIVES, INCORPORATED, FOR LEAVE TO INTERVENE AND ORDER PERMITTING INTERVENTION—Filed Mar. 8, 1930

Now come the Commercial Exchange of Philadelphia, Grocers' and Importers' Exchange of Philadelphia, Philadelphia Board of Trade, Philadelphia Bourse, and the Association of Manufacturers' Representatives, Incorporated and respectfully petitions the Court for leave to intervene in the above case in accordance with Section 212 of the Act approved October 22, 1913, 39 Stat. 219 U. S. Code, Title 28, Section 45a, and as reason therefore aver:

Petitioners were parties in interest to the proceeding before the Commission, to wit: James Gallagher, Northeastern Warehouse Company, Walter A. Bailey, and Terminal Warehouse Company, vs. Pennsylvania Railroad Company, I. C. C. Docket #20968, having been permitted to intervene by the Commission. They presented evidence before the Commission, appeared by counsel, filed briefs, and participated in the oral argument before the Commis- [fols. 1329 & 1330] sion. They are Corporations and Associ-

ations who are interested in the controversy or question before the Interstate Commerce Commission.

Commercial Exchange of Philadelphia, Grocers' and Importers' Exchange of Philadelphia, Philadelphia Board of Trade, Philadelphia Bourse, Association of Manufacturers' Representatives, Incorporated, by Allen S. Olmsted, 2nd, Attorney.

Before Woolley, C. J., and Thompson and Dickinson, D. J.

Order

And now, to wit, this 21st day of February, upon motion of Allen S. Olmsted, 2nd, Esquire, the said Commercial Exchange of Philadelphia Grocers' and Importers' Exchange of Philadelphia, Philadelphia Board of Trade, Philadelphia Bourse, and Association of Manufacturers' Representatives, Incorporated, are permitted to intervene in the above case as parties plaintiff with right to appear by counsel and present testimony.

By order of the Court.

Attest: (Sgd.) George Brodbeck, Clerk.

[fol. 1331] In United States District Court

In Equity. No. 5791

[Title omitted]

Answer of the United States of America—Filed Mar. 15, 1930

United States, one of the respondents in the above entitled case, for answer to the petition heretofore filed against it says:

I

United States admits for the purposes of this suit the matters and conclusions alleged in paragraphs 1, 2, 3 and 4 of the petition, except that it denies that the suit was commenced or can be maintained under the equity jurisdiction of this Court.

II

United States denies the allegations of paragraphs 5 and 6 of the petition, except this: (a) It admits that the Reading Company has on file with the Interstate Commerce Commission the tariffs mentioned in said paragraphs, and (b) It admits the averment that the Reading Company "has no control, either directly or indirectly in the operation, control or management of the Warehouse of your Petitioner, nor has it any pecuniary interest therein."

[fol. 1332] III

Answering paragraphs 7, 8 and 9 of the petition, United States admits that petitioner and the Reading Company entered into the contract annexed as Exhibit "A" to the petition, and respectfully refers the Court to that exhibit for complete and accurate information concerning the provisions of said contract; but United States denies that the alleged "services" described in said paragraphs are performed by petitioner for the Reading Company; and alleges that petitioner performs said services in the conduct and as part of its own private merchandise warehouse business; and, further, alleges that they are not services for which the Reading Company may lawfully make payment to petitioner of the amounts named in said paragraph 7, or any other amount, or for which petitioner may lawfully receive those, or any other amounts, from the Reading Company. Except as so admitted, United States expressly denies each and every allegation of said paragraphs 7, 8 and 9.

IV

Answering paragraph 10, of the petition, United States admits that petitioner receives large sums of money annually from the Reading Company, but denies that the alleged services therein mentioned are performed for the Reading Company; and alleges that they are not services for which said sums, or any other sum, may lawfully be paid by the Reading Company to, or lawfully received by petitioner from said Company.

V

United States admits for the purposes of this suit the allegations of paragraphs 11 to 16, both inclusive, of the petition.

VI

Answering paragraphs 17, 18, 19 and 20 of the petition, [fol. 1333] United States denies that the order of the Commission therein mentioned is invalid, of no legal force, null, void, or in violation of the Constitution of the United States for the reasons set forth and alleged in those paragraphs, or for any other reason; and particularly denies that petitioner will suffer irreparable damage or other legal injury if said order is not temporarily stayed, suspended or restrained.

VII

Further and affirmatively answering the allegations of the petition, United States alleges that said Commission was duly empowered by the Interstate Commerce Act to make said order; that said order is valid, and is fully supported by substantial eivdence duly submitted by the parties to the proceeding then pending before the Commission and in which it entered said order; and United States denies each and every allegation to the contrary contained in the petition.

VIII

Except as herein expressly admitted, United States denies each and every allegation contained in the petition.

Wherefore, having fully answered, United States prays that the relief sought be denied and the petition dismissed with costs to petitioner, and for the benefit of such other orders or decrees as the Court may deem just and proper in the premises.

(S.) Elmer B. Collins, Special Assistant to the Attorney General. (S.) John Lord O'Brian, Assistant to the Attorney General. (S.) Calvin S. Boyer, United States Attorney.

[fol. 1334] *Duly sworn to by Elmer B. Collins. Jurat omitted in printing.*

[fol. 1335] IN UNITED STATES DISTRICT COURT

In Equity. No. 5791

[Title omitted]

ORDER SUBSTITUTING TRIAL JUDGE—Filed Mar. 27, 1930

And now, to wit, March 26, 1930, it is Ordered that the Order of February 17, 1930, in the above matter, be amended by substituting the name of Honorable Joseph Buffington in place and stead of Honorable Victor B. Woolley as therein contained.

By the Court.

(S.) J. W. Thompson, J.

[fol. 1336] IN UNITED STATES DISTRICT COURT

In Equity. No. 5791.

[Title omitted]

ORDER CONTINUING THE TEMPORARY STAY OF THE ORDER OF THE INTERSTATE COMMERCE COMMISSION—Filed Apr. 15 1930

Whereas, by petition filed February 17, 1930, the Petitioner, The Philadelphia Warehousing & Cold Storage Company, prayed this Court to set aside and annul an order of the Interstate Commerce Commission entered in the matter of Rex & Company, Inc., et al against the Reading Company, I. C. C. Docket #20968 (Sub. Div. No. 2), and also praying for a temporary stay or suspension of the operation of the said order;

And whereas, this Court on February 21, 1930, entered an order staying and suspending the order of the Interstate Commerce Commission for a period of sixty days from that date;

And whereas, a final hearing before this Court was held at Philadelphia, on March 26, 1930;

[fol. 1337] And whereas, it appears that irreparable damage would ensue to the Petitioner, The Philadelphia

Warehousing & Cold Storage Company if the said order of the Interstate Commerce Commission went into effect during the pendency of this litigation;

Now, therefore, this Court finds, based upon the evidence submitted to it that irreparable damage would ensue to the Petitioner, The Philadelphia Warehousing & Cold Storage Company, unless the operation of the said order is stayed or suspended during the pendency of this litigation;

It is therefore ordered, adjudged and decreed that the said Order of the Interstate Commerce Commission in the matter of Rex & Company, Inc. et al vs. the Reading Company, I. C. C. Docket #20968 (Sub. Div. No. 2) be and hereby is stayed and suspended until the further Order of this Court.

(S.) Joseph Buffington, Circuit Judge. (S.) J. W. Thompson, District Judge. (S.) O. B. Dickinson, District Judge.

[fol. 1338] OPINION OF THE COURT—Filed Oct. 8, 1930

NOTE.—This is the identical Opinion contained in record of Merchants Warehouse Company et al. v. United States, et al., and is here incorporated by reference thereto. (See Page 63 of this consolidated record.)

[fol. 1339] COURT'S FINDINGS OF FACT AND CONCLUSIONS OF LAW—Filed Nov. 5, 1930

NOTE.—This is the identical Document contained in record of Merchants Warehouse Company et al. v. United States, et al., and is here incorporated by reference thereto. (See Page 100 of this consolidated record.)

[fol. 1340] EXCEPTIONS TO FINDINGS OF FACT AND CONCLUSIONS OF LAW—Filed Nov. 19, 1930

NOTE.—This is the identical document contained in record of Merchants Warehouse Company et al. v. United States, et al., and is here incorporated by reference thereto. (See Page 107 of this consolidated record.)

[fol. 1341] IN UNITED STATES DISTRICT COURT

In Equity. No. 5791

[Title omitted]

PETITION FOR ORDER STAYING THE ENFORCEMENT OF THE ORDER OF THE INTERSTATE COMMERCE COMMISSION PENDING APPEAL—Filed Nov. 14, 1930

Now comes The Philadelphia Warehousing & Cold Storage, the Petitioner above named, by its Attorney, John P. Connelly, Esq., and respectfully moves the Court to enter an order as part of its Final Decree in this case or contemporaneous with that Final Decree, staying and suspending the order of the Interstate Commerce Commission in the matter of Rex & Company, Inc. at al vs. Reading Company, pending the perfecting and determination of an appeal to the Supreme Court of the United States and for reasons thereof respectfully represents:

1. On October 8, 1930 this Court acting through Judges Thompson and Dickinson, filed an opinion announcing that the bill would be dismissed. Judge Buffington filed a dissenting opinion.

2. Your Petitioner, being advised that it has the right under the statutes to appeal the dismissed of its bill to the [fol. 1342] Supreme Court of the United States, and it proposes to exercise that right promptly after the entry of the Final Decree dismissing the bill.

3. If the order of the Interstate Commerce Commission shall become effective upon the entry of the Decree dismissing the bill and if upon the appeal the Supreme Court of the United States finds that the order of the Commission should be enjoined, then your Petitioner would be irreparably damaged in the following particulars, to wit;

(a) The contract which the Commission has held to be illegal involves the performance of a large amount of services by your Petitioner for which services your Petitioner is entitled under its contract to remuneration and the sum aggregating approximately upwards of $20,000 per annum, and if the order of the Commission goes into effect tem-

porarily and the carriers do not permit the complainant to perform the services in question, your Petitioner will have no adequate remedy at law against the carriers in that it will be unable to prove what services would have been performed if the contract had remained in effect, and how much its profits would be for the rendition of said services.

(b) The order of the Interstate Commerce Commission requires the Defendant, the Reading Company, Defendant to cancel the provisions of its contract with your Petitioner's warehouse as a public freight house and which provides that carload package freight will be loaded or unloaded by the carrier at the stations of your Petitioner. The Defendant and the Commission take the position that in the absence of such contract the payments to your Petitioner for loading and unloading freight at its station would be unlawful. If the said contract is cancelled, this Statutory Court could not compel the Defendant to restore the Con- [fol. 1343] tract nor could the Supreme Court of the United States. The Interstate Commerce Commission could do so, if at all, and only upon the complaint and answer, the hearing of which would consume a considerable period of time. Even if a Court of general equity jurisdiction on a suit by the Petitioner against the Railroad Company specifically to enforce its contract with the Railroad Company providing for the rendition of such services and the payment thereof, could and would compel the Railroad Company to republish its tariffs, the prosecution of such proceeding in equity would involve unwarranted delay and expense. Temporary effectiveness of the Interstate Commerce Commission's order would do irreparable injury to your Petitioner's right under its contract with the Reading Railroad Company.

(c) The merchants of Philadelphia and others who now receive freight at your Petitioner's warehouse or ship freight from its warehouse, would suffer irreparable damage. In some cases there are contracts of purchase or sale entered into on the faith of the undertaking of the carrier to load or unload package car load freight as part of the services rendered under the freight rate and the said contract of purchase or sale at prices which do not contemplate loading or unloading by the shipper or consignee at its own expense. The payment of such loading and unloading costs

would not be recouped by the said merchant either from the purchasers or sellers or from the Railroad Company. In the case of contracts for purchase or sale to be made during the months while this case is pending in the Supreme Court of the United States, the uncertainty as to who will have to bear the costs of loading and unloading will be an upsetting factor, a great disturbance to the market and a detriment to the business of the merchants of Philadelphia.

[fol. 1344] (d) The system of handling package carload freight at Philadelphia enjoined by the Commissioner's order has been in effect here for many years. The channels of business have adapted themselves to that arrangement.

The abolition of the arrangement will be a severe blow to the business of Philadelphia, a fact recognized it is believed in both the majority and minority opinions of this Court. If the order of the Commission is suspended on appeal, the business community of Philadelphia will, as pointed out in the majority opinion, have to adapt itself to the new conditions at whatever cost, but if the order is not sustained on appeal, a great loss will have been sustained by the business community without advantage to anyone and without warrant in law.

(e) The warehouse Complainants before the Commission would be injured by staying the Commissioner's order. In its Opinion the Interstate Commerce Commission refused to award damages to the complainant warehouse on the ground that they had failed to prove damages, but under date of August 23, 1930, they filed a new complaint with the Interstate Commerce Commission, Docket No. 23790 praying for an award of damages to them on account of the alleged violations of the Interstate Commerce Act. The Reading Company, the Respondent therein, is a solvent corporation able to pay damages for all injuries sustained by the complaining warehouses during the period while this appeal is under consideration of the Supreme Court.

(f) The putting the order into effect for a period of months (as contrasted with putting it permanently into effect) would be of no advantage to the complaining warehouses. The Commissioner's order does not require the payment of any sums to them. The competitive advantage

they would gain in their competition with the petitioning warehouses would not be great because there would not be [fol. 1345] time especially in view of the uncertainty as to the ultimate disposition of the case, to advertise, solicit and contract for additional business. The advantages which the complaining warehouses seek will accrue in a greater ability to rent their premises and to make other long time contracts for the handling of freight which advantages could not be gained in a period of months of uncertainty. On the contrary the disadvantages experienced by the entire business community because of the temporary upsetting of a long course of trade, would be reflected in an injury to the business of the complaining warehouses.

Wherefore, your Petitioner prays that the order of the Interstate Commerce Commission be stayed and suspended pending the perfecting and determination of the appeal to the Supreme Court of the United States.

Your Petitioner furthermore prays leave to introduce evidence before this Court tending to show that irreparable damage would be done to your Petitioner if the order of the Interstate Commerce Commission be not stayed pending the appeal to the Supreme Court of the United States.

John P. Connelly, John P. Connelly, Attorney for Petitioner.

[fol. 1346] In United States District Court

In Equity. No. 5791

[Title omitted]

Answer of United States to Petition for Stay of Order of Interstate Commerce Commission Pending Appeal—Filed Nov. 18, 1930

United States, one of the above-named respondents, for answer to the petition filed herein against it for an order from this Court staying the enforcement of the order of the Interstate Commerce Commission pending the petitioner's proposed appeal to the Supreme Court of the United States, says:

I

United States admits the allegations of paragraph numbered 1 of the petition.

II

For answer to paragraph numbered 2 of the petition, United States says that Urgent Deficiencies Act (38 Stat. 219) provides for a direct appeal to the Supreme Court of the United States from a final decree of a specially-constituted District Court in a suit to enjoin, set aside, annual, or suspend an order of the Interstate Commerce Commission; but United States has no knowledge of petitioner's purpose to prosecute an appeal in this case.

[fol. 1347] III

For answer to paragraph numbered 3 of the petition, and the several subdivisions thereof, United States denies that petitioner will suffer irreparable damage or any other legal injury if the order of the Interstate Commerce Commission becomes effective pending an appeal of this case to the Supreme Court of the United States; and for further answer to the said subdivisions, seriatim, of said paragraph numbered 3, United States says:

a. Section 15 (13) of the Interstate Commerce Act provides petitioner a clear, adequate, and complete remedy for collection from the carriers of any compensation to which it may be legally entitled for the performance of any transportation service rendered by petitioner in connection with the interstate transportation of any of its shipments; and United States further says that even assuming, as suggested in said subdivision (a), that the carriers do not permit petitioner to perform any transportation service in connection with its shipments during the period of the appeal to the Supreme Court, no legal injury could result to petitioner for the reason that it will have performed no service for which it may legally be compensated; and United States further says that if the Supreme Court should hold that petitioner is legally entitled to compensation from the carriers for performing the services in question, its right rests not upon the contract but upon the provision of said Section 15 (13) of the Interstate Commerce Act, and the

remedy so provided may be invoked by it regardless of the provisions or the existence of said contracts. Petitioner's private contract rights are not, and can not be made an issue in this suit, nor a ground for granting the stay sought by petitioner.

b. United States denies that the order of the Commission requires cancellation of the contract mentioned in sub- [fol. 1348] division (b), and says that the order does not, as it could not, require that the contract be cancelled, nor does it make any other requirement with respect to said contract; United States further denies that it takes "the position that in the absence of such contract the payments to your Petitioner for loading and unloading freight at its station would be unlawful", and says that the existence of said contract is immaterial to the legality or illegality of such payments; and United States further says that nothing in the Commission's order prevents the carriers from permitting petitioner to perform, or prevents petitioner from performing, the loading and unloading service upon cars consigned to or from its warehouses pending appeal; and if the Supreme Court should hold said service to be those for performance of which petitioner is lawfully entitled to receive compensation, petitioner may compel payment thereof under said Section 15 (13), in the improbable event the carriers refuse to make such payments voluntarily with respect to shipments handled during the appeal as well as those to be handled thereafter.

c. United States denies that "the merchants of Philadelphia and others who now receive freight at your petitioner's warehouse or ship freight from its warehouse, would suffer irreparable damage", unless the Commission's order be stayed pending appeal as alleged in said subdivision (c). Further answering said subdivision, United States says that the Commission's order leaves the carriers free to continue loading and unloading carload shipments for the merchants of Philadelphia and others upon the public team tracks, or delivering tracks of those carriers, and that the order does not prevent the merchants of Philadelphia or others from receiving and accepting said loading and unloading services free of charge from the carriers upon the latter's own tracks; nor does the order prevent the carriers from paying allowances to shippers for

loading and unloading carload shipments on the carriers' public delivery tracks. United States further says that the facts found by the Court show that the allowances, [fol. 1349] characterized by the Court as unlawful rebates, are not paid by the carriers to the merchants of Philadelphia, and that their only possible benefit, if any, therefrom is indirect in that it depends upon whether or not petitioner reduces its warehouse rates to such of said merchants as are its customers, to the extent of the allowances or any part thereof.

d. United States says that the allegations contained in said subdivision (d) are based entirely upon speculation and are not susceptible to proof; and denies that any facts of record support the assumption that the freight rates of all the merchants in Philadelphia will be automatically increased by the amount of the rebates, and says that the facts of record show that the operators of the several non-contract warehouses, who serve a great number of Philadelphia merchants and who perform services identical to those performed by petitioner, and without the aid or benefit of the rebates, charge their customers approximately the same rates as those charged by petitioner. United States further says that the allegations of said subdivision (d) with respect to the alleged disarrangement and disruption of the channels or methods of business established as a result of the payment of the rebates are without foundation in and are contrary to the facts of record in that they assume that to deprive petitioner of the rebates will deprive petitioner's customers of the use of its warehouse trade services, whereas, the facts found by the Commission and by this Court establish that it is because petitioner's warehouses as well as those of the non-contract warehouses render a storage handling and distribution service that the merchants of Philadelphia and those located elsewhere avail themselves of the use of the warehouses, and United States denies that such use and availability of said warehouses will be minimized or affected in any way by enforcement of the Commission's order pending appeal.

[fol. 1350] e. United States denies that the non-contract warehouses who were complainants before the Commission would not be injured by staying the Commission's order

pending appeal; and further denies that it lies with petitioner to prove injury or lack of injury to said non-contract warehouses; and United States further says that even if the allegations of said subdivision (e) be true, the lack of injury to the non-contract warehouses constitutes no legal ground or showing sufficient to entitle petitioner to continue receiving rebates, the acceptance and receipt of which is a criminal offense in violation of the Elkins Act (34 Stat. L. 587, as amended 36 Stat. L. 1167, U. S. C. Tit. 49, Secs. 43, 47).

Further answering the last sentence of said subdivision (e), United States says that if as alleged in said paragraph the Reading Company is a solvent corporation able to pay said non-contract warehouses for all injuries sustained by them if the order be stayed pending appeal, it is equally solvent and able, and can be compelled under Section 15 (13) of the Interstate Commerce Act, to pay petitioner for all transportation services rendered by it during the period of appeal.

f. For answer to said subdivision (f) United States says that the Commission's order does not purport to give the non-contract warehouses any "advantage" over petitioner, but shows on its face that it seeks to end the disadvantage under which those warehouses have labored as a result of the inequality and discriminatory treatment accorded them by the carriers as compared with petitioner; and that said non-contract warehouses obviously will continue to suffer a disadvantage and discrimination each and every day the enforcement of the Commission's order is delayed.

IV

Further answering the petition, United States says that both the Interstate Commerce Commission and this Court have found and concluded from the facts of record that the allowances constitute unlawful rebates; and says further [fol. 1351] that the receipt and acceptance by a shipper of rebates is made a criminal offense by the provisions of the Elkins Act mentioned above, and United States denies petitioner's legal right to continue receiving the rebates or any part thereof. United States further says that inasmuch as it is established beyond question that there is substantial

evidence to support the finding of the Commission and of this Court that the allowances constitute rebates, and that in view of the holding of the Supreme Court in Erie Railroad Company v. United States, 280 U. S. 98, that such finding is conclusive upon the courts when supported by substantial evidence, petitioner's prayer for a stay of the Commission's order pending appeal is nothing more than a request that this Court sanction, concur in, and approve the proposition that to meet the ends of justice and equity it is essential that petitioner be permitted to continue violating a criminal statute.

Wherefore, having fully answered, United States prays that the petition for a stay pending appeal be denied and for the entry of a decree by the Court dissolving the temporary injunction heretofore issued in this case and dismissing the petition.

(S.) Elmer B. Collins, Special Assistant to the Attorney General. John Lord O'Brian, Assistant to the Attorney General. Paul Freeman, Acting United States Attorney.

[fol. 1352] In United States District Court

In Equity. No. 5791

[Title omitted]

Answer of the Intervening Defendants to the Petition of the Philadelphia Warehousing & Cold Storage Company for an Order of this Court Staying the Enforcement of the Order of the Interstate Commerce Commission Pending Appeal—Filed Nov. 19, 1930

Rex & Company, Inc., James Gallagher, Northeastern Warehouse Company, Walter A. Bailey, Terminal Warehouse Company, and Industrial Cold Storage and Warehouse Company, intervening defendants, for answer to the petition of the Philadelphia Warehousing & Cold Storage Company, say:

I

Answering paragraph 1 of the petition. We admit all that is alleged in paragraph 1.

Answering paragraph 2 of the petition. We deny the allegations in paragraph 2. Our position is that the petitioner has no right of appeal to the Supreme Court of the United States. The petitioner is claiming a right to col- [fol. 1353] lect compensation from the Reading Company under certain contracts or agreements in writing and to use the provisions of the act of June 18, 1909, C. 309, 36 Stat. 539, as amended by Urgent Deficiencies Act of October 22, 1913, C. 32, 38 Stat. 208, 220, to enforce its alleged right. Such a suit on contract cannot be prosecuted under that statute. The railroad company, through refraining from participating in the case at bar, has manifested that it does not desire to pay that compensation. In the absence of the railroad company as a party to this suit the petitioner is without statutory authority to prosecute its alleged appeal further. Sprunt and Sons v. United States, 281 U. S. 249, decided April 14, 1930.

Answering paragraph 3 of the petition. We deny that the application or effect of the commission's order, upon vacation of the temporary stay granted by this court, will result in irreparable injury or any damage to the petitioner.

We submit the following in answer to each of the subdivisions of paragraph 3 of the petition.

Answering sub-paragraph (a). We deny the assertions in the petition that the contracts require the petitioner to perform service for the Reading Company. The petitioner did not offer evidence, at the public hearing before the commission, tending to show that the petitioner undertook to perform any service for the railroad company under the contracts or that the petitioner performed any such service. This court and the commission found that no such service was performed by the petitioner. This court, in its opinion of October 9, 1930, among other things, said:

"But there is substantial evidence to support the facts found by the commission that the warehouses of the plaintiffs are not in fact open public freight stations of the railroads; that the service rendered by them under the con-

[fol. 1354] tracts is a trade service and not a transportation service, in that it was rendered by the contract warehouses and by the interveners, each for its patrons in precisely the same way, that thereby the plaintiffs are enabled to perform such service for their patrons for a lower charge than that for which the interveners can perform the same service to their patrons.

It is clear that the payment of the allowances by the railroads under the contracts was not a consideration for employment in a transportation service."

Answering sub-paragraph (b). We deny the assertions that the petitioner will be subjected to irreparable injury. We submit that if and when the Supreme Court of the United States finds the contracts and allowances to be lawful then the petitioner can, in suit upon its contract, recover the aggregate of the allowances deferred awaiting that finding.

Answering sub-paragraph (c). In this sub-paragraph the petitioner assumes to state the rights of others, not named, in support of relief sought by the petitioner and to establish that the unnamed shippers may be subjected to irreparable injury. Absence of foundation relieves us of the necessity of discussing the allegations in this sub-paragraph. However, if petitioner's assertions are true it necessarily follows that irreparable injury will be inflicted upon the intervening defendants through further stay of the order of the commission which will enable the petitioner to use unlawful allowances and rebates in unfair competition enabling the petitioner to entice business from the intervening defendants.

Answering sub-paragraph (d). The so-called system of handling package carload freight at Philadelphia, that is, the allowance practice is not a general or reputable practice. A few selected warehouse companies receive the allowances and their numerous competitors and the shipping public [fol. 1355] generally, insofar as is evidenced in this case, do not receive such allowances or equivalent reductions of freight rates. The elimination of the unlawful rebating practice, which resulted to the benefit of a chosen few, will not injure the general public.

Answering sub-paragraph (e). The intervening defendants would be subjected to irreparable injury through a

further stay of the order of the commission. Under the Interstate Commerce Act they can claim only compensatory damages. Pennsylvania Railroad v. International Coal Company 230 U. S. 184, 206. The intervening defendants can claim damages only on competitive business which they can obtain by reducing their compensation to the sub-normal basis which the petitioner is enabled, by the allowances, to impose upon all competitive warehouse trade. The intervening defendants cannot claim or recover damages for loss of business in instances where the sub-normal basis makes their solicitation or quotations futile. And they cannot obtain reparation for the entrenched power in business circles gained by the petitioner through taking the benefit of the allowances for many months and years—every additional day of the allowances adding to that power.

Answering sub-paragraph (f). This sub-paragraph of the petition reflects a groundless effort of the petitioner to describe prospective business efforts of the intervening defendants and persons other than the petitioner and the future results thereof. Our answer to sub-paragraph (e) is our answer, and refutation, of sub-paragraph (f).

II

The commission found that the allowances were unlawful rebates. This court concluded that the giving of the allowances in question subjected the intervening defendants to [fol. 1356] unjust discrimination in violation of section 2 of the Interstate Commerce Act. It necessarily follows that continuance of the giving of the allowances will consummate numerous willful violations of section 1 of the Elkins Act, a criminal statute. Every assertion, in the petition, of damage which may result to the petitioner from vacating the order of this court which temporarily stays operation of the commission's order applies with equal force in establishing that irreparable injury will be inflicted upon the intervening defendants through further stay and suspension of that order.

III

Wherefore the intervening defendants, having fully answered the petition, pray that the petition be dismissed for want of equity at the cost of the petitioner and that this

court forthwith enter its decree, in the form heretofore proposed by the United States, vacating and dissolving the temporary orders of this court entered on February 21, 1930, and April 15, 1930.

Rex & Company, Inc., James Gallagher, Northeastern Warehouse Company, Walter A. Bailey, Terminal Warehouse Company, Industrial Cold Storage & Warehouse Company, Intervening Defendants. By John J. Hickey, John J. Hickey, 800 Southern Building, Washington, D. C.; Theodore Reinel, Theodore Reinel, 108 North 19th Street, Philadelphia, Pa., Solicitors for Intervening Defendants.

[fol. 1357] OPINION OF THE COURT SUR PETITION FOR ORDER OF SUPERSEDEAS—Filed Nov. 19, 1930

NOTE.—This is the identical Opinion contained in record of Merchants Warehouse Company et al. v. United States, et al., and is here incorporated by reference thereto. (See Page 149 of this consolidated record.)

[fol. 1358] FINAL DECREE—Filed Nov. 19, 1930

NOTE.—This is the identical Decree contained in record of Merchants Warehouse Company, et al. v. United States, et al., and is here incorporated by reference thereto. (See Page 154 of this consolidated record.)

[fol. 1359] IN UNITED STATES DISTRICT COURT

In Equity. No. 5791

[Title omitted]

PETITION FOR APPEAL, ASSIGNMENT OF ERRORS, AND PRAYER FOR REVERSAL—Filed Nov. 19, 1930

Petition for Appeal

Considering itself aggrieved by the decision of the United States District Court for the Eastern District of Pennsyl-

vania, the Plaintiff therein, The Philadelphia Warehousing & Cold Storage Company, hereby prays that an appeal be allowed to the Supreme Court of the United States herein, and for an order fixing the amount of the bond thereon.

Assignments of Error

And the said Philadelphia Warehousing & Cold Storage Company assigns the following error in the record and proceedings in the said case:

1. The District Court erred in dismissing the bill.

2. The District Court erred in refusing to enjoin the order of the Interstate Commerce Commission entered in the [fol. 1360] case of Rex & Company, Inc. et al. vs. Reading Company.

3. The District Court erred in its Finding of Fact Number 1 and in overruling the plaintiff's exception to that finding. The Finding of Fact and the Exception are as follows:

The Court erred in Finding of Fact Number 1. The said Finding is as follows:

* * * * * * *

4. The District Court erred in its Finding of Fact Number 4 and in overruling the plaintiff's exception to that finding. The Finding of Fact and the Exception are as follows:

The Court erred in Finding of Fact No. 4. The said Finding of Fact is as follows:

* * * * * * *

[fol. 1361] 5. The District Court erred in its Finding of Fact Number 8 and overruling the plaintiff's exception to the finding. The Finding of Fact and the Exception are as follows:

The Court erred in Finding of Fact Number 8. The said Finding of Fact is as follows:

* * * * * * *

6. The District Court erred in its Finding of Fact Number 9 and in overruling the plaintiff's exception to that

finding. The Finding of Fact and the Exception are as follows:

The Court erred in Finding of Fact Number 9. The said Finding of Fact is as follows:

. . . . . .

[fol. 1362] 7. The District Court erred in its Finding of Fact Number 10 in overruling the plaintiff's exception to that finding. The Finding of Fact and the Exception are as follows:

The Court erred in Finding of Fact Number 10. The said Finding of Fact is as follows:

. . . . . .

8. The District Court erred in its Finding of Fact Number 13 and in overruling the plaintiff's exception to that finding. The Finding of Fact and the Exception are as follows:

The Court erred in Finding of Fact Number 13. The said Finding of Fact is as follows:

. . . . . .

9. The District Court erred in its Findings of Fact Number 14, and in overruling the plaintiff's exception to that finding. The Finding of Fact and the Exception are as follows:

The Court erred in Finding of Fact Number 14. The said Finding of Fact is as follows:

. . . . . .

10. The District Court erred in its Finding of Fact Num-
[fol. 1363] ber 15 and in overruling the plaintiff's exception to that finding. The Finding of Fact and the Exception are as follows:

The Court erred in Finding of Fact Number 15. The said Finding of Fact is as follows.

. . . . . .

11. The District Court erred in its Finding of Fact Number 16, and in overruling the plaintiff's exception to that

finding. The Finding of Fact and the Exception are as follows:

The Court erred in Finding of Fact Number 16. The said Finding of Fact is as follows:

* * * * * * *

12. The District Court erred in its Finding of Fact Number 17, and in overruling the plaintiff's exception to that finding. The Finding of Fact and the Exception are as follows:

The Court erred in Finding of Fact Number 17. The said Finding of Fact is as follows:

* * * * * * *

[fol. 1364] 13. The District Court erred in its Finding of Fact Number 18 and in overruling the plaintiff's exception to that finding. The Finding of Fact and the Exception are as follows:

The Court erred in Finding of Fact Number 18. The said Finding of Fact is as follows:

* * * * * * *

14. The District Court erred in its Finding of Fact Number 19 and in overruling the plaintiff's exception to that Finding. The Finding of Fact and the Exception are as follows:

The Court erred in Finding of Fact Number 19. The said Finding of Fact is as follows:

* * * * * * *

15. The District Court erred in its Finding of Fact Number 20 and in overruling the plaintiff's exception to that finding. The Finding of Fact and the Exception are as follows:

The Court erred in Finding of Fact Number 20. The said Finding of Fact is as follows:

* * * * * * *

16. The District Court erred in its Finding of Fact Number 21 and in overruling the plaintiff's exception to that

Finding. The Finding of Fact and the Exception are as [fol. 1365] follows:

The Court erred in Finding of Fact Number 21. The said Finding of Fact is as follows:

. . . . . .

17. The District Court erred in its Finding of Fact Number 26 and in overruling the plaintiff's exception to that finding. The Finding of Fact and the Exception are as follows:

The Court erred in Finding of Fact Number 26. The said Finding of Fact is as follows:

. . . . . .

18. The District Court erred in its Finding of Fact Number 27 and in overruling the plaintiff's exception to that finding. The Finding of Fact and the Exception are as follows:

The Court erred in Finding of Fact Number 27. The said Finding of Fact is as follows:

. . . . . .

[fol. 1365a] 19. The District Court erred in its Conclusion of Law Number 1, and in overruling the plaintiff's exception to that Conclusion. The Conclusion of Law and the Exception are as follows:

The Court erred in Conclusion of Law Number 1. The said Conclusion of Law is as follows:

. . . . . .

20. The District Court erred in its Conclusion of Law Number 2, and in overruling the plaintiff's exception to the Conclusion. The Conclusion of Law and the Exception are as follows:

The Court erred in Conclusion of Law Number 2. The said Conclusion of Law is as follows:

. . . . . .

21. The District Court erred in its Conclusion of Law Number 3 and in overruling the plaintiff's exception to

the Conclusion. The Conclusion of Law and the Exception are as follows:

The Court erred in Conclusion of Law Number 3. The said Conclusion of Law is as follows:

* * * * * * *

[fol. 1366] 22. The District Court erred in its Conclusion of Law Number 4 and in overruling the plaintiff's exception to the Conclusion. The Conclusion of Law and the Exception are as follows:

The Court erred in Conclusion of Law Number 4. The said Conclusion of Law is as follows:

* * * * * * *

23. The District Court erred in its Conclusion of Law Number 5 and in overruling the plaintiff's exception to that Conclusion. The Conclusion of Law and the Exception are as follows:

The Court erred in Conclusion of Law Number 5. The said Conclusion of Law is as follows:

* * * * * * *

Prayer for Reversal

For which errors the Plaintiff, the Philadelphia Warehousing & Cold Storage Company, prays that the said decree of the United States District Court for the Eastern District of Pennsylvania, dated November 19th, 1930, in the above entitled cause, be reversed and a decree rendered in favor of the said Plaintiff enjoining the said order of the Interstate Commerce Commission as therein prayed and for costs.

John P. Connelly, Attorney for Petitioner.

[fols. 1367 & 1368] Citation, in usual form, showing service on Elmer B. Collins et al., filed December 19, 1930, omitted in printing.

[fol. 1369] IN UNITED STATES DISTRICT COURT

In Equity. No. 5791

[Title omitted]

PETITION OF THE COMMERCIAL EXCHANGE OF PHILADELPHIA, PHILADELPHIA BOARD OF TRADE, THE PHILADELPHIA BOURSE, THE GROCERS & IMPORTERS EXCHANGE AND ASSOCIATION OF MANUFACTURERS' REPRESENTATIVES, INC., INTERVENORS IN BEHALF OF THE PLAINTIFF, FOR APPEAL, ASSIGNMENT OF ERRORS AND PRAYER FOR REVERSAL—Filed Dec. 24, 1930

Petition for Appeal

Considering themselves aggrieved by the decision of the United States District Court for the Eastern District of Pennsylvania, the Intervenors therein in behalf of the Plaintiffs, the Commercial Exchange of Philadelphia, Philadelphia Board of Trade, the Philadelphia Bourse, the Grocers & Importers Exchange and Association of Manufacturers' Representatives, Inc. hereby pray that an appeal be allowed to the Supreme Court of the United States herein.

[fols. 1370 & 1371] Assignment of Errors

The said Intervenors in behalf of the Plaintiff the Commercial Exchange of Philadelphia, Philadelphia Board of Trade, the Philadelphia Bourse, the Grocers & Importers Exchange and Association of Manufacturers' Representatives, Inc. adopt as their own the Assignment of Errors heretofore filed by the Plaintiff.

Prayer for Reversal

For the said errors, the Intervenors in behalf of the Plaintiff, the Commercial Exchange of Philadelphia, Philadelphia Board of Trade, the Philadelphia Bourse, the Grocers & Importers Exchange and Association of Manufacturers' Representatives, Inc. pray that the said decree of the United States District Court for the Eastern District of Pennsylvania, dated November 19th, 1930, in the above

entitled cause, be reversed and a decree renderd in favor of the said Plaintiffs, enjoining the said order of the Interstate Commerce Commission as therein prayed.

Allen S. Olmsted, 2nd, Attorney for Petitioner.

We hereby assent to the joining of above named as parties appellant without the filing of an additional bond.

Elmer B. Collins, for the Attorney General of the United States. John J. Hickey, for Intervenors in behalf of the Plaintiffs. J. Stanley Payne, for Interstate Commerce Commission.

[fols. 1372-1374] Citation, in usual form, showing service on Elmer B. Collins et al., filed December 26, 1930, omitted in printing.

[fol. 1375] IN UNITED STATES DISTRICT COURT

In Equity. No. 5791

[Title omitted]

ORDER ALLOWING APPEAL—Filed Dec. 24, 1930

The Plaintiff in the above entitled suit having prayed for the allowance of an appeal in this cause to the Supreme Court of the United States from a decree made and entered by this Court on the 19th day of November, 1930 and from each and every part thereof, and having presented and filed its petition for appeal, assignment of errors, and prayer for reversal, pursuant to the statutes and the rules of the Supreme Court of the United States in such case made and provided, and the said appeal having been allowed upon the filing of a bond in the sum of $2,000 as security for costs, and the said bond having been filed by the said Plaintiff and The Commercial Exchange of Philadelphia, Philadelphia Board of Trade, The Philadelphia, Bourse, The Grocers & Importers Exchange and Association of Manufacturers' Representatives, Inc., Intervenors in behalf of the Plaintiff, having likewise prayed for the allowance of an appeal in

this cause to the Supreme Court of the United States from [fols. 1376 & 1377] a decree made and entered by this Court on the 19th day of November, 1930, and from each and every part thereof, and having presented and filed their petition for appeal, assignment of errors, and prayer for reversal, pursuant to the statutes and the rules of the Supreme Court of the United States in such case made and provided;

It is Now Here Ordered that an appeal to the Supreme Court of the United States from the United States District Court for the Eastern District of Pennsylvania, in this cause, be and the same is hereby allowed to the said The Commercial Exchange of Philadelphia, Philadelphia Board of Trade, The Philadelphia Bourse, The Grocers & Importers Exchange and Association of Manufacturers' Representatives, Inc., Intervenors in behalf of the Plaintiff, and the said Intervenors in behalf of the Plaintiff are hereby joined as parties appellant to the said appeal heretofore allowed to the Plaintiff.

Joseph Buffington, C. J. J. W. Thompson, D. J.
O. B. Dickinson, D. J.

December 23, 1930.

[fols. 1378 & 1379] Bond on appeal for $2,000, approved and filed November 19, 1930, omitted in printing.

[fol. 1380] In United States District Court

In Equity. No. 5791

[Title omitted]

Copy of Notice to Attorney General of Penna.—Filed Jan. 7, 1931

To the Attorney General of Pennsylvania:

Please take notice that The Philadelphia Warehousing and Cold Storage Co. has taken an appeal to the Supreme Court of the United States from the decree of the District Court for the Eastern District of Pennsylvania in the above

entitled cause, dismissing the prayer of the Petitioner. Said prayer was to enjoin the order of the Interstate Commerce Commission in a certain proceeding entitled Rex & Co. Inc., et al., vs. Reading Company, I. C. C. Docket No. 20968—Sub No. 2.

Very truly yours, John P. Connelly, Attorney for Appellants.

[fol. 1381] State of Pennslyvania,
County of Philadelphia, ss:

John P. Connelly, being duly sworn according to law deposes and says that he served the Notice, of which the above is a copy, upon the Attorney General of the State of Pennsylvania, by sending the same by United States mail addressed to the Attorney General of Pennsylvania, Harrisburg, Pa., January 6, 1931.

John P. Connelly, John P. Connelly.

Sworn and subscribed before me this Sixth day of January A. D. 1931. Clifford K. Cassel, Notary Public. My Commission expires Jan. 16, 1931.

[fol. 1382] In United States District Court

In Equity. No. 5791

[Title omitted]

Order Allowing Appeal—Filed Nov. 19, 1930

The Plaintiff in the above entitled suit, having prayed for the allowance of an Appeal in this cause to the Supreme Court of the United States from the Decree made and entered by this Court on the 19th day of November, 1930, and from each and every part thereof, and having presented and filed its Petition for Appeal, Assignment of Error, and prayer for reversal, pursuant to the statutes and the rules of the Supreme Court of the United States in such case made and provided:

It is Now Here Ordered that an Appeal be, and the same is hereby, allowed to the Supreme Court of the United States from the United States District Court for the East-

ern District of Pennsylvania in this cause, as provided by law, and it is further ordered that the clerk of the Court shall prepare and certify a transcript of the record, proceedings and decree in this cause and transmit the same to the Supreme Court of the United States so that he shall have the same in said Court within thirty days of this date. [fol. 1383] It is Further Ordered that the said Order of the Interstate Commerce Commission in the matter of Rex & Company, Inc. et al. vs. Reading Company, be and it hereby is stayed and suspended pending the determination of this Appeal by the Supreme Court of the United States.

And It Is Furthered Ordered that security for costs on appeal be fixed in the sum of $2,000.00.

J. W. Thompson, D. J. Joseph Buffington, C. J. O. B. Dickinson, D. J.

[fol. 1384] In United States District Court

In Equity. No. 5791

[Title omitted]

Petition for Cross-appeal by United States of America, Interstate Commerce Commission, Walter A. Bailey, Terminal Warehouse Company, Rex & Company, Incorporated, James Gallagher, Northeastern Warehouse Company and Industrial Cold Storage & Warehouse Company—Filed Jan. 7, 1931

United States of America and Interstate Commerce Commission, respondents, and Walter A. Bailey, Terminal Warehouse Company, Rex & Company, Incorporated, James Gallagher, Northeastern Warehouse Company and Industrial Cold Storage & Warehouse Company, intervening respondents, feeling themselves aggrieved by the following, the third paragraph of the order of the District Court allowing appeal, made and entered November 19, 1930, viz:

"It is Further Ordered that the said Order of the Interstate Commerce Commission in the matter of Rex & Company, Inc. et al. vs. the Reading Company, be and it

hereby is, stayed and suspended pending the determination of this appeal by the Supreme Court of the United States."

pray a cross-appeal therefrom to the Supreme Court of the United States.

[fol. 1385] The particulars wherein they consider the foregoing paragraph erroneous are set forth in the assignment of error on file to which reference is hereby made.

They pray that a transcript of the record, pleadings, and papers on which the foregoing quoted order was made and entered, duly authenticated, may be transmitted forthwith to the Supreme Court of the United States.

John Lord O'Brian, the Assistant to the Attorney General, for United States of America. Daniel W. Knowlton, J. Stanley Payne, Solicitors for Interstate Commerce Commission. John J. Hickey, Solicitor for Walter A. Bailey, Terminal Warehouse Company, Rex & Company, Inc., James Gallagher, Northeastern Warehouse Company, and Industrial Cold Storage & Warehouse Company.

[fol. 1386] IN UNITED STATES DISTRICT COURT

In Equity. No. 5791

[Title omitted]

ASSIGNMENT OF ERROR ON CROSS-APPEAL—Filed Jan. 7, 1931

United States of America and Interstate Commerce Commission, respondents, and Walter A. Bailey, Terminal Warehouse Company, Rex & Company, Incorporated, James Gallagher, Northeastern Warehouse Company and Industrial Cold Storage & Warehouse Company, intervening respondents, now come, by their respective counsel, and, in connection with their petition for cross-appeal, file the following assignment of error on which they will rely in their cross-appeal to the Supreme Court of the United States from the third paragraph of the order of the District Court allowing appeal, entered November 19, 1930:

The District Court erred in staying and suspending the Commission's order in the matter of Rex & Company, Incorporated, et al. v. Reading Company, pending determination of the appeal by the Supreme Court of the United States.

[fol. 1387] Wherefore respondents and intervening respondents, and each of them, pray that said third paragraph of the order allowing appeal, entered November 19, 1930, be reversed, annulled, and set aside, with directions that the stay and suspension pending appeal shall be forthwith dissolved, and for such other and further orders as may be appropriate.

John Lord O'Brian, the Assistant to the Attorney General, for United States of America. Daniel W. Knowlton, J. Stanley Payne, Solicitors for Interstate Commerce Commission. John J. Hickey, Solicitor for Walter A. Bailey, Terminal Warehouse Company, Rex & Company, Inc., James Gallagher, Northeastern Warehouse Company, and Industrial Cold Storage & Warehouse Company.

[fol. 1388] IN UNITED STATES DISTRICT COURT

In Equity. No. 5791

[Title omitted]

ORDER ALLOWING CROSS-APPEAL—Filed Jan. 7, 1931

In the above-entitled cause, United States of America and Interstate Commerce Commission, respondents, and Walter A. Bailey, Terminal Warehouse Company, Rex & Company, Incorporated, James Gallagher, Northeastern Warehouse Company and Industrial Cold Storage & Warehouse Company, intervening respondents, having made and filed their petition praying a cross-appeal to the Supreme Court of the United States from the third paragraph of the order of the District Court allowing appeal, made and entered November 19, 1930, and having also made and filed an assignment of error, and having in all respects conformed to the statute and rules of court in such case made and provided:

It is ordered and decreed that the cross-appeal be, and the same is hereby, allowed as prayed and made returnable within thirty (30) days from the date hereof, and the [fol. 1389] Clerk is directed to transmit forthwith a properly authenticated transcript of the record, proceedings, and papers on which said stay order was made and entered to the Supreme Court of the United States.

J. W. Thompson, J.

Jan. 7, 1931.

[fols. 1390 & 1391] Citation, in usual form, showing service on John P. Connelly and Allen Olmsted, 2d, filed January 7, 1931, omitted in printing.

[fol. 1392] In United States District Court

In Equity. No. 5791

[Title omitted]

Copy of Notice of Cross-appeal to the Attorney General of the State of Pennsylvania—Filed Jan. 7, 1931

To the Honorable the Attorney General of the State of Pennsylvania, Harrisburg, Pa.:

Your are hereby notified that the United States of America and the Interstate Commerce Commission, respondents, and Walter A. Bailey, Terminal Warehouse Company, Rex & Company, Incorporated, James Gallagher, Northeastern Warehouse Company and Industrial Cold Storage & Warehouse Company, intervening respondents, in the above-entitled case, have taken a cross-appeal to the Supreme Court of the United States from the order of the District Court made and entered November 19, 1930, which stayed and suspended the order of the Interstate Commerce Commission in the proceeding entitled Rex & Company, Incorporated, et al. v. Reading Company, Docket No. 20968, Sub. No. 2, made and entered December 28, 1929, pending determination of the appeal by the Supreme Court of the United States.

[fol. 1393] This notice is given to you pursuant to the provisions of the Urgent Deficiencies Act of October 22, 1913, (ch. 32, 38 Stat. 208, 220, 221, U. S. C. Title 28, Sec. 47).

John Lord O'Brian, Assistant to the Attorney General, for the United States of America. J. Stanley Payne, Daniel W. Knowlton, Solicitors for Interstate Commerce Commission. John J. Hickey, Solicitor for Walter A. Bailey, Terminal Warehouse Company, Rex & Company, Incorporated, James Gallagher, Northeastern Warehouse Company and Industrial Cold Storage & Warehouse Company.

STATE OF PENNSYLVANIA,
County of Philadelphia, ss:

J. Stanley Payne being duly sworn according to law deposes and says that he is Solicitor for the Interstate Commerce Commission and that on behalf of United States of America, the Interstate Commerce Commission, Walter A. Bailey, Terminal Warehouse Company, Rex & Company, Inc., James Gallagher, Northeastern Warehouse Company and Industrial Cold Storage & Warehouse Company, he served Notice of Cross Appeal, of which the above is a copy, upon the Attorney General of the State of Pennsylvania, by sending the same by United States Mail addressed to the Attorney General of Pennsylvania, Harrisburg, Pennsylvania, on January 7, 1931.

(S.) J. Stanley Payne.

Sworn to and subscribed before me this 7th day of January, 1931. (S.) Clifford K. Cassel, Notary Public. (Seal.)

[fol. 1394] ORDERS EXTENDING TIME FOR DOCKETING CASE ON APPEAL—Filed Dec. 17, 1930, and Dec. 30, 1930

NOTE.—These are the identical Orders contained in record of Merchants Warehouse Company et al. v. United States et al., and are here incorporated by reference thereto. (See page- 193-195 of this consolidated record.)

[fol. 1395] STIPULATION IN RE STATEMENT OF EVIDENCE—Filed Jan. 7, 1931

NOTE.—This is the identical Stipulation contained in record of Merchants Warehouse Company, et al. v. United States, et al., and is here incorporated by reference thereto. (See page 671 of this consolidated record.)

[fol. 1396] ORDER APPROVING STATEMENT OF EVIDENCE—Filed Jan. 7, 1931

NOTE.—This is the identical Order contained in record of Merchants Warehouse Company, et al. v. United States, et al., and is here incorporated by reference thereto. (See page 674 of this consolidated record.)

[fol. 1397] PRÆCIPE FOR TRANSCRIPT OF RECORD—Filed Jan. 7, 1931

NOTE.—This is the identical Præcipe contained in record of Merchants Warehouse Company, et al. v. United States, et al., and is here incorporated by reference thereto. (See page 1154 of this consolidated record.)

[fol. 1398] Clerk's certificate to foregoing transcript omitted in printing.

[fol. 1399] IN UNITED STATES DISTRICT COURT

December Term, 1929

No. 5781

December Term, 1929

No. 5789

December Term, 1929

No. 5791.

[Titles omitted]

ORDER EXTENDING TIME FOR DOCKETING CASE—Filed Dec. 17, 1930

For good cause appearing and upon consent of counsel for all parties the time for docketing the above case and fil-

ing the record thereof with the Clerk of the U. S. Supreme Court is hereby extended to and including December 31, 1930.

Joseph Buffington, Circuit Judge. J. W. Thompson, District Judge. O. B. Dickinson, District Judge.

[File endorsement omitted.]

[fols. 1400-1400b] Consenting to:

M. Hampton Todd, Attorney for Merchants Warehouse Company, Appellant. H. Edgar Barnes, Attorney for the Pennsylvania Warehousing & Safe Deposit Company, Appellant. John P. Connelly, Attorney for the Philadelphia Warehousing & Cold Storage Company, Appellant. Allen S. Olmsted, 2nd, Attorney for Commercial Exchange of Philadelphia et al., Appellants. Elmer B. Collins, Special Assistant to the Attorney General, for the United States, Appellee. J. Stanley Payne, Attorney for Interstate Commerce Commission, Appellee. John J. Hickey, Attorney for intervening defendants, Appellees.

[fol. 1401] [File endorsement omitted]

IN UNITED STATES DISTRICT COURT

In Equity. No. 5781

In Equity. No. 5789

In Equity. No. 5791

[Titles omitted]

ORDER EXTENDING TIME—Filed Dec. 30, 1930

For good cause and upon the stipulation of counsel for all parties, the time for docketing the above cases and filing the records thereof with the Clerk of the Supreme [fols. 1402 & 1402-a] Court of the United States is hereby enlarged to and including January 10, 1931.

Joseph Buffington, Circuit Judge. J. W. Thompson, District Judge. O. B. Dickinson, District Judge. J. Stanley Payne, Counsel for Interstate Commerce Commission. Allen S. Olmsted, 2nd, Counsel for Merchants Warehouse Company.

[fol. 1403] IN SUPREME COURT OF THE UNITED STATES

October Term, 1930

No. 635

October Term, 1930

No. 636

October Term, 1930

No. 638

October Term, 1930

No. 639

October Term, 1930

No. 641

October Term, 1930

No. 642

STATEMENT OF POINTS INTENDED TO BE RELIED UPON AND STIPULATION OF PARTS OF RECORD TO BE PRINTED—Filed Jan. 24, 1931

Come now Merchants Warehouse Company, The Pennsylvania Warehousing & Safe Deposit Company, The Philadelphia Warehousing & Cold Storage Company, The Com-
[fol. 1404] mercial Exchange of Philadelphia, Philadelphia Board of Trade, Grocers' and Importers' Exchange, Philadelphia Bourse, and Association of Manufacturers' Representatives, Inc., Appellants in the above entitled cases and state that the points upon which they intend to rely in this court in these cases are as follows:

1. The contracts between the railroad companies and the contract warehouse companies under which the warehouse companies agree to load and unload freight and perform certain other services for a money consideration therein designated, contravenes no provision of the Interstate Commerce Act.

2. The performance of the said contracts by the parties thereto contravenes no provision of the Interstate Commerce Act.

3. The contract warehouses are not, in fact, the consignees, the consignors or the owners of the freight, for the loading and unloading of which they are compensated by the carriers, and are not to be deemed such in law.

4. The contract warehouses are public freight stations of the carriers at which they have formally held themselves out as willing to receive and deliver freight.

5. The contract warehouses are used by the public as public freight stations.

6. The railroad companies, having in their published tariffs undertaken to load and unload freight at the contract warehouses, have a legal duty to do so, and likewise a right to compensate those who perform that duty for them.

7. The service of loading and unloading freight at the contract warehouses is a transportation service within the meaning of Section 1 (3) of the Interstate Commerce Act [fol. 1405] (U. S. Code, Title 49, Chap. 1, paragraph 3).

8. The relation between the carriers and the contract warehouse companies is that of principal and agent. The relationship is not subject to regulation by the Interstate Commerce Commission.

9. The Commission's order requires the carriers to cease to undertake to load and unload freight at the contract warehouses. The Commission has no jurisdiction to prohibit carriers from rendering transportation service, which they are willing to render.

10. The Commission's order requires the carriers to cease to designate the contract warehouse as public freight stations. The Commission has no jurisdiction to compel the carriers to abandon facilities for the receipt and delivery of freight, which they are willing to maintain.

11. The Commisison has no jurisdiction to order the carriers to cease to pay their agents for services rendered by them.

12. The contract warehouses are served by tracks owned and operated by the carriers, not by private sidings.

13. The deduction of the Interstate Commerce Commission from the undisputed evidence

"that the contract warehouses are compensated for the "solicitation of freight for movement over the lines of the "respective defendants through the payment of the allow-"ances in question; that traffic considerations have been "the primary motive for the payment of these allowances; "that the facilities of the contract warehouses, while nomi-"nally open to the general public as railroad freight sta-"tions are not in fact public stations but are confined to the "handling of merchandise for the patrons of the ware-"houses; and that the services performed by the contract [fol. 1406] "warehouses in connection with the loading and "unloading of freight, including the sending of arrival "notices, the collection of freight charges and other inci-"dental matters are in fact performed for the benefit of "the owner of the merchandise rather than for defendants"

were unwarranted and without any legal justification.

14. That the finding by the Interstate Commerce Commission

"that the practice of defendants in making allowances to "the contract warehouses in connection with the loading or "unloading of package freight at Philadelphia as aforesaid, "and refusing to make similar allowances to complainants "for performing similar services results in unjust discrimi-"nation, in undue preference of the contract warehouses, "and in undue prejudice to complainants,"

is not justified by the evidence in the case, is contrary to law, and does not, in law, warrant the Commission's order.

15. That the finding by the Interstate Commerce Commission

"that these allowances are nothing more than a device "to attempt to lend legality to the payment of rebates to "the contract warehouses"

is not justified by the evidence in the case and is contrary to law.

16. The fundamental facts being undisputed the deductions drawn from them by the Commission are not binding on the Court as findings of fact except only as such findings are reasonable and well founded.

17. The District Court's findings of fact and conclusions of law excepted to and assigned as error, are not sustained by substantial evidence and are not warranted in law.

18. The District Court erred in dismissing the bill and in refusing to enjoin the order of the Commission.

And the Appellants further state that the parts of the [fols. 1407 & 1407a] record, as filed in this Court, which need be printed by the Clerk for hearing of the cases are the parts set out in a stipulation of counsel for all parties, filed herein.

M. Hampton Todd, H. Edgar Barnes, John P. Connelly, Allen S. Olmsted, 2nd, Counsel for Appellants.

Service of the above statement is hereby accepted Jan. 24, 1931.

Elmer B. Collins, Special Assistant to Attorney General of the United States, for the United States, Appellee. Daniel W. Knowlton, J. Stanley Payne, Solicitors for the Interstate Commerce Commission, Appellee. John J. Hickey, Solicitor for Walter A. Bailey, Terminal Warehouse Company, Rex and Company, Inc., James Gallagher, Northeastern Warehouse Company and Industrial Cold Storage and Warehouse Company.

[fol. 1408] IN SUPREME COURT OF THE UNITED STATES

[fol. 1409] STIPULATION AS TO PRINTING RECORD AND EXHIBITS

It is stipulated by and between the parties hereto that of the record in the District Court and of the record and

exhibits submitted to the Interstate Commerce Commission in the proceedings entitled James Gallagher et al. v. Pennsylvania Railroad Company, Docket Number 20968, Walter A. Bailey et al. v. Baltimore and Ohio Railroad Company, Docket Number 20968, sub number 1, and Rex & Company, Inc., et al., v. Reading Company, Docket number 20968, sub number 2, which have been transmitted to the Clerk of this Court as part of the record on appeal in the above-entitled cause, only the exhibits or portions of exhibits designated below shall be printed as part of the transcript of the record, and the others shall be omitted from printing.

[fol. 1410] Proceedings Before the District Court

Omit the following:

1. Appendix to Petitions (being the opinion and order of the Commission which is printed under the proceedings before the Interstate Commerce Commission) (pps. 20-34- 598-612, 695-725.)

2. So much of the Exceptions to the Findings of Fact and Conclusions of Law as is merely a quotation from the said Findings of Fact and Conclusions of Law which latter are elsewhere printed in the record. (102-107.)

3. So much of the Assignment of Errors as is a mere repetition of the Findings of Fact and Conclusions of Law and Exceptions thereto. (148-155, 642-649, 769-776.)

Record Before the Commission Other Than Exhibits

Omit the following:

1. Petition of Merchants Warehouse Company to Interstate Commerce Commission for postponement of the effective date of its order.

2. Petition of Commercial Exchange of Philadelphia to the Commission for postponement of the effective date of the order.

3. Petitions of Pennsylvania Warehousing & Safe Deposit Company (three in number) to the Commission for postponement of the effective date of the order.

[fol. 1411] Exhibits Before the Commission

The following exhibits are to be printed in full:

Exhibit No.	Exhibit No.	Exhibit No.
4	33	48
5	34	50
6	35	51
7	36	52
10	37	53
11	37a	54
12	37b	55
13	37c	56
19	37d	57
20	37e	59
21	37f	60
22	38	61
23	38a	62
24	38b	63
25	38c	64
26	39	82
27	42	83
28	43	85
29	44	86
30	45	87
31	46	88
32	47	98
		99

The following exhibits are to be printed in part only:

Exhibit No.

1—Omit parts as indicated in red pencil on originals.

14—Print all except picture.

100—Print only cover page and pages 2, 3, 8, 14, 15, 21, 26, 37 and 39.

101—Print only cover page and pages 2, 5, 6, 8, 14, 17, 18 and 19.

With the above exceptions the entire record now on file shall be printed in the customary manner.

Of the exhibits so omitted from printing, counsel for appellants shall, before the cause comes up for argument in the Supreme Court, furnish to the clerk 20 copies of the following exhibits which shall be suitably bound for submission to the Justices of the Court, to wit: Exhibits 2, 3,

8, 15, 16, 17, 18, 41, 49, 58, 80, 81, 84, 89, 90, 91, 92, 93, 94, 95, 96, 97 and 102.

[fols. 1412 & 1412-a] It is further stipulated and agreed that counsel for any of the parties may in his brief or argument refer to any exhibit or portion thereof introduced in evidence before the Commission that is not printed or not included in the list of those of which 20 copies shall be provided for the use of the Justices, to wit: Exhibits Nos. 9, 40, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78 and 79, by copying in his brief the part thereof which he considers pertinent.

It is further agreed that this stipulation be printed by the clerk as part of the record on appeal.

M. Hampton Todd, Solicitor for Merchants Warehouse Company. Allen S. Olmsted, 2nd, Solicitor for Commercial Exchange of Philadelphia et al. H. Edgar Barnes, Solicitor for Pennsylvania Warehousing & Safe Deposit Company. John P. Connelly, Solicitor for Philadelphia Warehousing & Cold Storage Company. Elmer B. Collins, Special Assistant to Attorney General of the United States, for the United States, Appellee. Daniel W. Knowlton, J. Stanley Payne, Solicitors for the Interstate Commerce Commission, Appellee. John J. Hickey, Solicitor for Walter A. Bailey, Terminal Warehouse Company, Rex and Company, Inc., James Gallagher, Northeastern Warehouse Company and Industrial Cold Storage and Warehouse Company.

[fol. 1412-b] [File endorsement omitted.]

[fol. 1413] IN SUPREME COURT OF THE UNITED STATES,
OCTOBER TERM, 1930

No. 637, No. 640, No. 643

Cross-appeals from the District Court of the United States for the Eastern District of Pennsylvania.

STATEMENT OF POINTS ON WHICH UNITED STATES, INTERSTATE COMMERCE COMMISSION, WALTER A. BAILEY, ET AL., CROSS-APPELLANTS, INTEND TO RELY—Filed Jan. 24, 1931.

In support of their cross-appeals, the United States, the Interstate Commerce Commission, Walter A. Bailey, et al., [fol. 1414] will rely upon the following points:

I. The specially-constituted District Court erred in staying and suspending the order of the Interstate Commerce Commission entered December 28, 1929, in the matter of Walter A. Bailey and Terminal Warehouse Company v. Baltimore & Ohio Railroad Company; Rex & Company, Incorporated, et al. v. The Reading Company; and James Gallagher, et al. v. Pennsylvania Railroad Company, pending determination of the appeals by this Court.

(a) Since the railroad companies which commit the unlawful discrimination, prejudice, and preference were not parties to the suit below, no bond was or could have been required to indemnify damages suffered by the warehouses against which discrimination is practiced while the appeals are under consideration by this Court.

(b) Having found and held that the allowances are unlawful rebates, payment of which results in unjust discrimination, prejudice, and preference, the Court below, in granting the stay order, permits the continuation of the practice, pending determination of the appeals, adjudged by it to be unlawful, and by the Elkins Act (34 Stat. L. 584, U. S. C. Tit. 49, § 41) made a criminal offense against the public.

Only the written opinion, the findings of fact of the Court below sustaining the validity of the Commission's order, and the Court's order staying and suspending the

order of the Commission pending determination of the appeals by this Court and its per curiam opinion "Sur petition for order of supersedeas", will be necessary in the consideration of the point raised by the cross-appeals. The entire record, however, is being printed by the several [fol. 1415] appellants in connection with their respective appeals.

Thomas D. Thacher, Solicitor General. John Lord O'Brian, Assistant to the Attorney General. Elmer B. Collins, Special Assistant to the Attorney General. Daniel W. Knowlton, J. Stanley Payne, Solicitors for Interstate Commerce Commission. John J. Hickey, Solicitor for Walter A. Bailey, Terminal Warehouse Company, Rex & Company, Inc., James Gallagher, Northeastern Warehouse Company, Industrial Cold Storage & Warehouse Company.

Service of the foregoing statement of points, and receipt of a copy thereof are hereby admitted and acknowledged Jan. 24, 1931.

M. Hampton Todd, Solicitor for Merchants Warehouse Company et al. H. Edgar Barnes, Solicitor for the Pennsylvania Warehousing & Safe Deposit Company et al. John P. Connelly, Solicitor for the Philadelphia Warehousing & Cold Storage Company et al. Allen S. Olmsted, 2nd, Solicitor for the Commercial Exchange of Philadelphia, Grocers & Importers Exchange of Philadelphia, et al.

[fol. 1416] [File endorsement omitted.]

Endorsed on cover: File Nos. 35,557, 35,558, 35,559, 35,560, 35,561, 35,562, 35,563, 35,564, 35,565. E. Pennsylvania D. C. U. S. Term No. 635. Merchants Warehouse Company, appellant, vs. The United States of America, Interstate Commerce Commission and James Gallagher, et al. Term No. 636. Merchants Warehouse Company, The Commercial Exchange of Philadelphia, Philadelphia Board of Tradeet al., appellants, vs. The United States of America, Interstate Commerce Commission and James Gallagher,

et al. Term No. 637. The United States of America, Interstate Commerce Commission and Walter A. Bailey, et al., appellants, vs. Merchants Warehouse Company, The Commercial Exchange of Philadelphia, Grocers' & Importers' Exchange of Philadelphia. Term No. 638. The Pennsylvania Warehousing and Safe Deposit Company, appellant, vs. The United States of America, Interstate Commerce Commission and Walter A. Bailey, et al. Term No. 639. The Pennsylvania Warehousing & Safe Deposit Company, The Commercial Exchange of Philadelphia, Philadelphia Board of Trade, et al., appellants, vs. The United States of America, Interstate Commerce Commission and Walter A. Bailey, et al. Term No. 640. The United States of America, Interstate Commerce Commission, Walter A. Bailey, et al., appellants, vs. The Pennsylvania Warehousing & Safe Deposit Company, The Commercial Exchange of Philadelphia, Grocers' & Importers' Exchange of Philadelphia. Term No. 641. The Philadelphia Warehousing & Cold Storage Company, appellant, vs. The United States of America, Interstate Commerce Commission and Rex & Company, Inc., et al. Term No. 642. Philadelphia Warehousing & Cold Storage Company, The Commercial Exchange of Philadelphia, Philadelphia Board of Trade, et al., appellants, vs. The United States of America, Interstate Commerce Commission and Rex & Company, Inc., et al. Term No. 643. The United States of America, Interstate Commerce Commission and Walter A. Bailey, et al., appellants, vs. The Philadelphia Warehousing & Cold Storage Company, The Commercial Exchange of Philadelphia, Grocers' & Importers' Exchange of Philadelphia. Filed January 9, 1931. File Nos. 35,557, 35,558, 35,559, 35,560, 35,561, 35,562, 35,563, 35,564, 35,565.